

City of Prosser
CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, June 9, 2015 at 7:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CITIZEN PARTICIPATION**
5. **MAYOR AND CITY COUNCIL REPORTS AND COMMENTS**
6. **CONSENT AGENDA**
 - a) Approve Payment of Payroll Check Nos. 600361 through 600386 in the amount of \$16,092.71 and Direct Deposits in the Amount of \$94,141.03, for the Period Ending May 29, 2015..... *Page 3*
 - b) Approve Payment of Claim Checks Nos. 12478 through 12488 and 12490 through 12551 in the Amount of \$333,882.39 and Electronic Payments in the Amount of \$150,373.51 for the Period Ending June 9, 2015..... *Page 6*
 - c) Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of April 2015 and Authorize Payment for those Services in the Amount of \$10,000.00 *Page 16*
 - d) Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of May 2015 and Authorize Payment for those Services in the Amount of \$9,000.00 *Page 25*
 - e) Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 15 in the Amount of \$39,903.72 for the Zone 2.5 Water Supply Improvements Project and Authorize the Mayor to Sign the Documents. *Page 32*
 - f) Approve a Service Agreement between the City of Prosser and iCompass Technologies, Inc., for a Records Management and Automated Agenda Solution and Authorize the Mayor to Sign the Contract Documents..... *Page 45*
 - g) Approve April 7, 2015 Meeting Minutes..... *Page 50*
 - h) Approve April 14, 2015 Meeting Minutes..... *Page 53*

The first Ordinance passed will be Ordinance 15-2935
The first Resolution passed will be Resolution 15-1487

- i) Approve April 28, 2015 Meeting Minutes..... *Page 56*
- j) Approve May 5, 2015 Meeting Minutes..... *Page 60*

7. COUNCIL ACTION

- a.) **Approval of Claim Checks** *Page 63*

RECOMMENDATION: Approve Payment of Claim Check No. 12489 and 12552, in the Amount of \$66,026.64 for the Period Ending June 9, 2015.

- b.) **Consideration of Action Which Would Waive the Assignment of the 5% Late Fee for the Month of June 2015** *Page 66*

RECOMMENDATION: Approve the waiver of late fee pursuant to PMC 13.10.150(C) for the month of June 2015 due to utility bill mailing errors by the State of Washington Department of Printing.

- c.) **Consideration of a Cost Sharing Agreement for Tree Removal with the Village Park Prosser Homeowners Association** *Page 69*

RECOMMENDATION: Approve Cost Sharing Agreement for tree removal with Village Park Howe Owners Association and authorize the Mayor to sign the Agreement.

8. COUNCIL DISCUSSION

- a.) **Refinancing of Certain Long Term Debt**..... *Page 78*

9. ADJOURNMENT

*The first Ordinance passed will be Ordinance 15-2935
The first Resolution passed will be Resolution 15-1487*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of payroll check nos. 600361 through 600386 in the amount of \$16,092.71 and direct deposits in the amount of \$94,141.03 for the period ending May 29, 2015

Meeting Date:
June 9, 2015
Regular Meeting

Department:
Finance

Director:
Toni Yost

Contact Person:
Elia Lara

Phone Number:
(509) 786-2332

Cost of Proposal:
\$110,233.74

Account Number:
Various

Amount Budgeted:
Various amounts in salaries, wages, and benefits.

Name and Fund#
Various

Reviewed by Finance Department:



Attachments to Agenda Packet Item:

1. Payroll Check Register

Summary Statement:

Payroll check nos. 600361 through 600386 in the amount of \$16,092.71 and direct deposits in the amount of \$94,141.03 for the period ending May 29, 2015

Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Approve payment payroll check nos. 600361 through 600386 in the amount of \$16,092.71 and direct deposits in the amount of \$94,141.03 for the period ending May 29, 2015

Reviewed by Department Director:



Date: 6/3/15

Today's Date:

June 3, 2015

Reviewed by City Attorney:

N/A

Date:

Revision Number/Date:

Approved by Mayor:



Date: 6-4-15

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

05/29/2015 To: 05/29/2015

Time: 13:47:16 Date: 05/27/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3404	05/29/2015	Payroll	1	EFT		2,137.52	May Payroll
3407	05/29/2015	Payroll	1	EFT		1,125.55	May Payroll
3411	05/29/2015	Payroll	1	EFT		80.07	May Payroll
3412	05/29/2015	Payroll	1	EFT		3,272.92	May Payroll
3413	05/29/2015	Payroll	1	EFT		2,510.70	May Payroll
3414	05/29/2015	Payroll	1	EFT		1,788.85	May Payroll
3415	05/29/2015	Payroll	1	EFT		3,333.01	May Payroll
3416	05/29/2015	Payroll	1	EFT		3,098.10	May Payroll
3418	05/29/2015	Payroll	1	EFT		3,884.00	May Payroll
3419	05/29/2015	Payroll	1	EFT		4,656.86	May Payroll
3420	05/29/2015	Payroll	1	EFT		3,293.07	May Payroll
3421	05/29/2015	Payroll	1	EFT		165.81	May Payroll
3423	05/29/2015	Payroll	1	EFT		5,066.63	May Payroll
3425	05/29/2015	Payroll	1	EFT		165.88	May Payroll
3426	05/29/2015	Payroll	1	EFT		2,592.65	May Payroll
3427	05/29/2015	Payroll	1	EFT		3,184.81	May Payroll
3428	05/29/2015	Payroll	1	EFT		2,516.84	May Payroll
3430	05/29/2015	Payroll	1	EFT		2,394.66	May Payroll
3431	05/29/2015	Payroll	1	EFT		3,409.33	May Payroll
3432	05/29/2015	Payroll	1	EFT		2,566.38	May Payroll
3434	05/29/2015	Payroll	1	EFT		2,363.85	May Payroll
3436	05/29/2015	Payroll	1	EFT		3,429.22	May Payroll
3437	05/29/2015	Payroll	1	EFT		1,338.02	May Payroll
3439	05/29/2015	Payroll	1	EFT		1,552.74	May Payroll
3440	05/29/2015	Payroll	1	EFT		2,789.22	May Payroll
3441	05/29/2015	Payroll	1	EFT		2,258.35	May Payroll
3442	05/29/2015	Payroll	1	EFT		1,805.25	May Payroll
3443	05/29/2015	Payroll	1	EFT		2,218.68	May Payroll
3444	05/29/2015	Payroll	1	EFT		2,286.94	May Payroll
3446	05/29/2015	Payroll	1	EFT		2,922.64	May Payroll
3447	05/29/2015	Payroll	1	EFT		2,244.60	May Payroll
3448	05/29/2015	Payroll	1	EFT		1,202.53	May Payroll
3449	05/29/2015	Payroll	1	EFT		1,573.64	May Payroll
3450	05/29/2015	Payroll	1	EFT		3,448.37	May Payroll
3451	05/29/2015	Payroll	1	EFT		230.31	May Payroll
3452	05/29/2015	Payroll	1	EFT		4,019.83	May Payroll
3453	05/29/2015	Payroll	1	EFT		4,266.71	May Payroll
3454	05/29/2015	Payroll	1	EFT		2,946.49	May Payroll
3405	05/29/2015	Payroll	1	600374		301.89	May Payroll
3406	05/29/2015	Payroll	1	600375		230.31	May Payroll
3408	05/29/2015	Payroll	1	600376		1,424.43	May Payroll
3409	05/29/2015	Payroll	1	600377		3,380.05	May Payroll
3410	05/29/2015	Payroll	1	600378		202.61	May Payroll
3417	05/29/2015	Payroll	1	600379		541.06	May Payroll
3422	05/29/2015	Payroll	1	600380		224.51	May Payroll
3424	05/29/2015	Payroll	1	600381		3,019.03	May Payroll
3429	05/29/2015	Payroll	1	600382		551.06	May Payroll
3433	05/29/2015	Payroll	1	600383		2,307.96	May Payroll
3435	05/29/2015	Payroll	1	600384		2,243.10	May Payroll
3438	05/29/2015	Payroll	1	600385		142.94	May Payroll
3445	05/29/2015	Payroll	1	600386		1,523.76	May Payroll

511 Legislative	6,730.66
514 Financial, Recording & Elections	21,769.21
518 Centralized Services	2,444.00
521 Law Enforcement	56,947.21
524 Protective Inspections	6,996.07
558 Planning & Community Devel	4,446.39

CHECK REGISTER

City Of Prosser
MCAG #: 0205

05/29/2015 To: 05/29/2015

Time: 13:47:16 Date: 05/27/2015
Page: 2

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		576 Park Facilities			7,931.89	
		580 Non Expenditures			-65,850.41	
	001 General Fund				41,415.02	
		542 Streets - Maintenance			11,121.23	
		543 Streets Admin & Overhead			1,484.97	
	102 Street Fund				12,606.20	
		521 Law Enforcement			3,633.55	
	149 Public Safety Sales Tax Fund				3,633.55	
		534 Water Utilities			24,091.48	
		539 Irrigation And Reclamation			5,879.26	
	403 Water Fund				29,970.74	
		535 Sewer			22,242.02	
	407 Sewer Fund				22,242.02	
		537 Garbage & Solid Waste			366.21	
	448 Garbage Fund				366.21	
					110,233.74	Payroll:
						110,233.74

Just

Signature

5/28/15

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 12478 through 12488, and 12490 through 12551 in the amount of \$333,882.39 and Electronic Payments in the amount of \$150,373.51 for the period ending June 9, 2015.

Meeting Date:
June 9, 2015
Regular Meeting

Department:
Finance

Director:
Toni Yost

Contact Person:
Elia Lara

Phone Number:
(509) 786-2332

Cost of Proposal:
\$484,255.90

Account Number:
See Attached

Amount Budgeted:
See 2015 budget for each item listed.

Name and Fund#
See Attached

Reviewed by Finance Department:



Attachments to Agenda Packet Item:

Check Register # 12478 through 12488, and 12490 through 12551

Summary Statement:

Check Payments	Amount	Check Payments	Amount
12478 through 12488	\$40,346.95		
12490 through 12551	\$293,535.44		
Electronic Payments	Amount		
IRS Federal Taxes	\$41,539.75	Bank of America	\$3,192
Chase	\$54.00	US Bank	\$38,731.25
Wa Dept of Licensing-CPL	\$36.00	USDA	\$39,588.00
WA Dept Social & Health Serv	\$228.60	Prosser City of	\$26,388.81
US Bank	\$275.00	Xpress Bill Pay	\$340.10

Consistent with or Comparison to:

City's policy to pay bills in a timely manner.

Recommended City Council Action/Suggested Motion:

Approve payment of check nos. 12478 through 12488, and 12490 through 12551 in the amount of \$333,882.39 and Electronic Payments in the amount of \$150,373.51 for the period ending June 9, 2015.

Reviewed by Department

Director: 
Date: 6/3/15

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:


Date: 6-4-15

Today's Date:

June 3, 2015

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

05/29/2015 To: 05/29/2015

Time: 14:27:00 Date: 05/29/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3519	05/29/2015	Claims	1	EFT	Chase	54.00	UB Credit Card Fees
					403 - 534 80 49 000 - Miscellaneous	13.50	UB Credit Card Fees
					407 - 535 80 49 000 - Miscellaneous	13.50	UB Credit Card Fees
					448 - 537 80 49 000 - Miscellaneous	13.50	UB Credit Card Fees
					403 - 539 20 49 000 - Miscellaneous	13.50	UB Credit Card Fees
					403 Water Fund	27.00	
					407 Sewer Fund	13.50	
					448 Garbage Fund	13.50	
						54.00	Claims: 54.00
						54.00	

Elia Lara

Signature

5/29/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

05/01/2015 To: 05/31/2015

Time: 10:16:44 Date: 05/28/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3496	05/29/2015	Claims	1	EFT	Bank Of America	109.91	Fire Station Bond Interest
					229 1996 GO Bond - Fire Station	109.91	
						<u>109.91</u>	Claims: 109.91
						109.91	

T. Post
Signature

5/28/15
Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

05/01/2015 To: 05/31/2015

Time: 17:00:07 Date: 05/27/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3472	05/29/2015	Payroll	1	EFT	Irs Federal Taxes	✓ 41,539.75	941 Deposit For 05/29/2015 - 05/29/2015
3473	05/29/2015	Claims	1	EFT	US Bank Na	✓ 38,731.25	Loan Payment-PROLTGO11
3474	05/29/2015	Claims	1	EFT	USDA	✓ 39,588.00	Loan Payment 91-03
3475	05/29/2015	Payroll	1	EFT	WA Dept Social & Health Serv	/228.60	05/01/2015 To 05/31/2015 - DSHS
3478	05/29/2015	Claims	1	EFT	Bank Of America	✓ 3,082.09	Fire Station Bond Interest
3476	05/29/2015	Payroll	1	12478	AFLAC	1,483.61	05/01/2015 To 05/31/2015 - AFLAC Pre-Tax; 05/01/2015 To 05/31/2015 - AFLAC Post-Tax
3477	05/29/2015	Payroll	1	12479	AWC Employment Ben Trust	982.00	05/01/2015 To 05/31/2015 - Vision
3479	05/29/2015	Payroll	1	12481	Icma Retirement Trust	763.11	05/01/2015 To 05/31/2015 - 401(R)
3480	05/29/2015	Payroll	1	12482	Kansas Payment Center	1,122.00	05/01/2015 To 05/31/2015 - Support Withholding
3481	05/29/2015	Payroll	1	12483	Opeiu	798.49	05/01/2015 To 05/31/2015 - Union Dues - OPEIU
3482	05/29/2015	Claims	1	12484	Pitney Bowes-Purchase Power	2,902.80	Postage & Fedex Charges; Postage Fees
3483	05/29/2015	Payroll	1	12485	Teamsters Legal Defense Fund	79.64	05/01/2015 To 05/31/2015 - Legal Defense Fund
3484	05/29/2015	Payroll	1	12486	Teamsters Local Union No 839	1,326.00	05/01/2015 To 05/31/2015 - Union Dues - Teamsters
3485	05/29/2015	Payroll	1	12487	WA Dept Retirement	28,115.00	05/01/2015 To 05/31/2015 - PERS; 05/01/2015 To 05/31/2015 - PERS 3; 05/01/2015 To 05/31/2015 - LEOFF 2; 05/01/2015 To 05/31/2015 - DRS - DCP
3486	05/29/2015	Payroll	1	12488	Western Conf Of Teamsters Pension Trust	2,774.30	05/01/2015 To 05/31/2015 - TPT
						69,078.69	001 General Fund
						2,278.14	102 Street Fund
						11.50	103 Transportation Benefit Distric
						580.81	149 Public Safety Sales Tax Fund
						3,082.09	229 1996 GO Bond - Fire Station
						38,731.25	233 2011 GO Bond - Pool
						5,769.65	403 Water Fund
						4,168.58	407 Sewer Fund
						227.93	448 Garbage Fund
						39,588.00	449 1999 Water Revenue Bond Redemp
						84,304.14	Claims:
						79,212.50	163,516.64 Payroll:

[Handwritten Signature]

Signature

5/28/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:51:31 Date: 06/09/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3607	06/09/2015	Claims	1	EFT	Prosser, City Of	✓26,388.81	Water Bill - May
					001 - 518 31 47 000 - Public Utility Services	524.14	Water Bill - May
					403 - 534 80 47 000 - Public Utility Services	1,737.18	Water Bill - May
					407 - 535 80 47 000 - Public Utility Services	12,561.46	Water Bill - May
					102 - 542 90 47 000 - Public Utility Services	1,413.33	Water Bill - May
					001 - 569 21 47 000 - Public Utility Services	549.99	Water Bill - May
					001 - 572 50 47 000 - Public Utility Services	475.62	Water Bill - May
					001 - 576 20 47 000 - Public Utility Services	1,605.76	Water Bill - May
					001 - 576 80 47 000 - Public Utility Services	7,521.33	Water Bill - May
3608	06/09/2015	Claims	1	EFT	US Bank Na	✓275.00	NW Gang Conference Registration - M. Buck
					001 - 521 20 49 000 - Miscellaneous	275.00	NW Gang Conference Registration - M. Buck
3609	06/09/2015	Claims	1	EFT	WA Dept Licensing-Cpl	✓36.00	Concealed Pistol License
					001 - 586 00 01 000 - Concealed Pistol Lic Disburse	36.00	Concealed Pistol License
3610	06/09/2015	Claims	1	EFT	Xpress Billpay	✓340.10	Online Billing
					001 - 514 30 49 000 - Miscellaneous	20.41	Online Billing
					403 - 534 80 49 000 - Miscellaneous	78.22	Online Billing
					407 - 535 80 49 000 - Miscellaneous	77.20	Online Billing
					448 - 537 80 49 000 - Miscellaneous	81.28	Online Billing
					403 - 539 20 49 000 - Miscellaneous	77.20	Online Billing
					001 - 576 20 49 001 - Miscellaneous	5.79	Online Billing
3611	06/09/2015	Claims	1	12490	Ace Hardware - Grandview	441.22	Ultra Cycle Oil, Blades & Line Timmer
					407 - 535 80 31 000 - Office & Operating Supplies	441.22	Ultra Cycle Oil, Blades & Line Timmer
3612	06/09/2015	Claims	1	12491	Apollo Solutions Group	55,927.45	Street/Facility Lighting & Well Upgrade Contract #2
					403 - 594 34 41 005 - Capital Expenditures/Expense	24,608.08	Street/Facility Lighting & Well Upgrade Contract #2
					305 - 595 63 41 305 - Roads/Streets Const. & Other	31,319.37	Street/Facility Lighting & Well Upgrade Contract #2
3613	06/09/2015	Claims	1	12492	Armstrong Cartridge Inc.	2,241.00	Ammo Oder 40-180GR-FMJ
					001 - 521 20 31 000 - Office & Operating Supplies	2,241.00	Ammo Oder 40-180GR-FMJ
3614	06/09/2015	Claims	1	12493	BDI	62,491.33	Garbage Billing
					448 - 537 80 47 000 - Public Utility Services	62,491.33	Garbage Billing
3615	06/09/2015	Claims	1	12494	Benton County Noxious Weed Control Board	212.53	Refund inactive customer credit balance
					603 - 586 00 00 000 - Utility Deposits Refunded	212.53	Refund Inactive Customer Credit Balance
3616	06/09/2015	Claims	1	12495	Benton Franklin Dist Health	475.00	Pool Facility Permit - (NFRY-8UTSN3)
					001 - 576 20 45 000 - Operating Rentals & Leases	475.00	Pool Facility Permit - (NFRY-8UTSN3)
3617	06/09/2015	Claims	1	12496	Benton PUD	185.09	Electric Bill - 6th St
					102 - 542 63 47 000 - Public Utility Services	185.09	Electric Bill - 6th St
3618	06/09/2015	Claims	1	12497	Benton REA	825.80	IT Professional Service
					001 - 518 88 41 000 - Professional Services	825.80	IT Professional Service
3619	06/09/2015	Claims	1	12498	Bleyhl Farm Service Inc	71.11	(2) Oil Box
					407 - 535 80 31 000 - Office & Operating Supplies	71.11	(2) Oil Box
3620	06/09/2015	Claims	1	12499	Blumenthal	130.30	Pants Hem - C. Baugh
					001 - 521 20 21 000 - Uniforms & Equipment	130.30	Pants Hem - C. Baugh

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:51:31 Date: 06/09/2015
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3621	06/09/2015	Claims	1	12500	Boys & Girls Clubs	6,250.00	Boys & Girls Club
					001 - 571 22 41 001 - Professional Services	6,250.00	Boys And Girls Club
3622	06/09/2015	Claims	1	12501	Brown's Tire Co Inc	163.44	Battery Service Pack Installation
					403 - 534 80 31 000 - Office & Operating Supplies	163.44	Battery Service Pack Installation
3623	06/09/2015	Claims	1	12502	Michael Lee Buck	204.00	N. W. Gang Investigators Conference - Meals & Fuel
					001 - 521 20 43 000 - Travel	184.00	N. W. Gang Investigators Conference - Meals
					001 - 521 20 43 000 - Travel	20.00	N. W. Gang Investigators Conference - Fuel
3624	06/09/2015	Claims	1	12503	Cascade Analytical	3,512.41	Copper, Zinc, Phosphorous, Nickel, Mercury Solids; Enviromental Management Fee & Kjeldahl Nitrogen; Antimony, Beryllium, Total Metals Degest, VOC; Enviromental Mngmt Fee; Fecal MPN A-I Media & Convers
					407 - 535 80 41 000 - Professional Services	458.35	Copper, Zinc, Phosphorous, Nickel, Mercury Solids
					407 - 535 80 41 000 - Professional Services	70.45	Enviromental Management Fee & Kjeldahl Nitrogen
					407 - 535 80 41 000 - Professional Services	2,407.89	Antimony, Beryllium, Total Metals Degest, VOC
					407 - 535 80 41 000 - Professional Services	44.50	Enviromental Mngmt Fee
					407 - 535 80 41 000 - Professional Services	531.22	Fecal MPN A-I Media & Conversion
3625	06/09/2015	Claims	1	12504	Cascade Engineering Services	1,530.00	Redar Calibrations
					001 - 521 20 41 000 - Professional Services	1,530.00	Redar Calibrations
3626	06/09/2015	Claims	1	12505	Cascade Natural Gas Corp	2,065.05	Natural Gas - Kinney Way; Natural Gas: Grande Dr; Natural Gas: 7th St; Natural Gas: Bennett Ave; Natural Gas; Natural Gas: Sherman Ave
					001 - 518 31 47 000 - Public Utility Services	17.68	Natural Gas: Bennett Ave
					407 - 535 80 47 000 - Public Utility Services	11.61	Natural Gas: Grande Dr
					407 - 535 80 47 000 - Public Utility Services	1,029.02	Natural Gas
					102 - 542 90 47 000 - Public Utility Services	51.06	Natural Gas: Sherman Ave
					001 - 572 50 47 000 - Public Utility Services	68.25	Natural Gas: 7th St
					001 - 576 20 47 000 - Public Utility Services	887.43	Natural Gas - Kinney Way
3627	06/09/2015	Claims	1	12506	Centurylink Communications Inc	119.55	Longdistance Telephone Bill
					001 - 518 31 42 000 - Communications	71.17	Longdistance Telephone Bill
					403 - 534 80 42 000 - Communications	10.85	Longdistance Telephone Bill
					407 - 535 80 42 000 - Communications	8.01	Longdistance Telephone Bill
					448 - 537 80 42 000 - Communications	7.27	Longdistance Telephone Bill
					403 - 539 20 42 000 - Communications	7.27	Longdistance Telephone Bill
					102 - 542 90 42 000 - Communications	7.71	Longdistance Telephone Bill
					102 - 543 30 42 102 - Communication	7.27	Longdistance Telephone Bill
3628	06/09/2015	Claims	1	12507	Charter Communications	131.95	City Hall Internet Usage
					001 - 518 88 42 000 - Communications	131.95	City Hall Internet Usage
3629	06/09/2015	Claims	1	12508	Code Publishing Co	329.13	PMC: Electronic Update
					001 - 514 30 41 000 - Professional Services	197.48	PMC: Electronic Update
					403 - 534 80 41 000 - Professional Services	26.33	PMC: Electronic Update
					407 - 535 80 41 000 - Professional Services	26.33	PMC: Electronic Update
					448 - 537 80 41 000 - Professional Services	26.33	PMC: Electronic Update
					403 - 539 20 41 000 - Professional Services	26.33	PMC: Electronic Update

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:51:31 Date: 06/09/2015

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 542 90 41 000 - Professional Services			26.33	PMC: Electronic Update
3630	06/09/2015	Claims	1	12509	Cook's True Value	424.34	Switch, SP, Vert GFI & Out Box Covers; Med Nitrile Gloves, Grain Driver Glove & Gas Can; Bars Connectors, Ball Valves, Elbow & Nipple Pipe; Bungee Cord, Clamps & Fasteners; 9" Paper Plates, Tar Remove
			001 - 524 20 31 000 - Office & Operating Supplies			3.25	Black Cable Tie
			403 - 534 80 31 000 - Office & Operating Supplies			22.64	Bars Connectors, Ball Valves, Elbow & Nipple Pipe
			407 - 535 80 31 000 - Office & Operating Supplies			40.14	Switch, SP, Vert GFI & Out Box Covers
			407 - 535 80 31 000 - Office & Operating Supplies			67.82	Med Nitrile Gloves, Grain Driver Glove & Gas Can
			407 - 535 80 31 000 - Office & Operating Supplies			87.36	Bungee Cord, Clamps & Fasteners
			407 - 535 80 31 000 - Office & Operating Supplies			19.95	9" Paper Plates, Tar Remover & Tarp Cover
			102 - 542 30 31 000 - Office & Operating Supplies			82.51	Asphalt Felt
			001 - 576 20 31 000 - Office & Operating Supplies			22.52	Angle Pipe
			001 - 576 80 31 000 - Office & Operating Supplies			78.15	Hose, Connector & Nozzle
3631	06/09/2015	Claims	1	12510	Denchel's Ford Country	307.20	Oil Engine, QCM Inspection & Transmission Flush; Engine Maintenance
			001 - 521 20 48 000 - Repairs & Maintenance			272.86	Oil Engine, QCM Inspection & Transmission Flush
			001 - 521 20 48 000 - Repairs & Maintenance			34.34	Engine Maintenance
3632	06/09/2015	Claims	1	12511	Robert C Elder	33.24	SWAC Meeting - Travel Mileage
			001 - 511 60 43 000 - Travel			33.24	SWAC Meeting - Travel Mileage
3633	06/09/2015	Claims	1	12512	Fourdub, LLC	40.00	Refund Business License
			001 - 321 99 00 000 - General Business Registratior			-40.00	Refund Business License
3634	06/09/2015	Claims	1	12513	G C Systems	14,449.23	Clay Valve Rebuild
			403 - 534 80 48 000 - Repairs & Maintenance			14,449.23	Clay Valve Rebuild
3635	06/09/2015	Claims	1	12514	Grafix Shoppe	100.74	Police Lettering Decals
			001 - 521 20 48 000 - Repairs & Maintenance			100.74	Police Lettering Decals
3636	06/09/2015	Claims	1	12515	Grainger Inc	76.97	Hose Extension; Breakaway HI Vis Vest Class 2; Male Adapter
			403 - 534 80 31 000 - Office & Operating Supplies			29.77	Hose Extension
			403 - 534 80 31 000 - Office & Operating Supplies			41.75	Breakaway HI Vis Vest Class 2
			403 - 534 80 31 000 - Office & Operating Supplies			5.45	Male Adapter
3637	06/09/2015	Claims	1	12516	HD Fowler, Co	410.64	Tube Cartridge (For Hydrant & Gate Valves)
			403 - 534 80 31 000 - Office & Operating Supplies			410.64	Tube Cartridge (For Hydrant & Gate Valves)
3638	06/09/2015	Claims	1	12517	Happy Sloth Screen Printing	1,960.88	Little League Uniforms
			001 - 571 22 31 001 - Office & Operating Supplies			1,960.88	Little League Uniforms
3639	06/09/2015	Claims	1	12518	The Janitor's Closet	1,579.16	Glass Cleaner, Towels, Tissues, Sanitizer, Bleach, Gloves & Can Liner; Cases Of Can Liner & Glass Cleaner; Towels, Tissues, Dustpan & Cups
			407 - 535 80 31 000 - Office & Operating Supplies			449.11	Towels, Tissues, Dustpan & Cups
			001 - 576 20 31 000 - Office & Operating Supplies			1,035.48	Glass Cleaner, Towels, Tissues, Sanitizer, Bleach, Gloves & Can Liner
			001 - 576 20 31 000 - Office & Operating Supplies			94.57	Cases Of Can Liner & Glass Cleaner
3640	06/09/2015	Claims	1	12519	LEIRA	50.00	2015 Public Disclosure Advance Training - T. Bell

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:51:31 Date: 06/09/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			149 - 521 20 49 149		Law Enforcement - Miscellan	50.00	2015 Public Disclosure Advance Training - T. Bell
3641	06/09/2015	Claims	1	12520	Leaf	123.80	PD Copy Machine Lease
			001 - 514 23 45 000		Operating Rentals & Leases	123.80	PD Copy Machine Lease
3642	06/09/2015	Claims	1	12521	Adela Ledesma	90.00	Lefeguard Class Refund
			001 - 347 30 00 000		Activity Fees	-90.00	Lefeguard Class Refund
3643	06/09/2015	Claims	1	12522	Leed	244.84	12 GA - Ammo
			001 - 521 20 31 000		Office & Operating Supplies	244.84	12 GA - Ammo
3644	06/09/2015	Claims	1	12523	Lifeguard Master	239.45	Lifeguard Whistle, Lanyard & CPR Mask
			001 - 576 20 31 000		Office & Operating Supplies	46.07	Lifeguard Whistle
			001 - 576 20 31 000		Office & Operating Supplies	52.80	Break-A-Way Lanyard
			001 - 576 20 31 000		Office & Operating Supplies	140.58	CPR Pocket Mask Only With One Way Valve
3645	06/09/2015	Claims	1	12524	The Markets LLC	21.56	Mountain Mist Water (12); Value Plates
			403 - 534 80 31 000		Office & Operating Supplies	4.88	Value Plates
			407 - 535 80 31 000		Office & Operating Supplies	16.68	Mountain Mist Water (12)
3646	06/09/2015	Claims	1	12525	Micro Data	1,461.58	Infraction Forms & Criminal Citation Forms
			001 - 521 20 31 000		Office & Operating Supplies	1,461.58	Infraction Forms & Criminal Citation Forms
3647	06/09/2015	Claims	1	12526	Mid-Columbia Library	15,321.72	Mid Columbia Library
			001 - 572 20 51 000		Intergov't Professional Servic	15,321.72	Mid- Columbia Libraries
3648	06/09/2015	Claims	1	12527	Moon Security	54.95	Basic Commercial Monitoring
			001 - 521 20 41 000		Professional Services	54.95	Basic Commercial Monitoring
3649	06/09/2015	Claims	1	12528	Natural Selection Farms	52,699.44	Sludge Hauling
			407 - 535 80 41 000		Professional Services	52,699.44	Sludge Hauling
3650	06/09/2015	Claims	1	12529	Peter Nobbs	64.80	Decal Remover Kit
			001 - 521 20 48 000		Repairs & Maintenance	64.80	Decal Remover Kit
3651	06/09/2015	Claims	1	12530	Office Depot	671.45	Pad Stamps (3) & Dryerase Adhesive; Letters Folders & Index Tabs; Tape, Paper, Pens, Folders & Ziplock Bags; Freezer Bags - Evidence; Floppy Drive & Desktop Stand; 7 Box Of Paper; Binders, Pens, Paper
			001 - 514 23 31 000		Office & Operating Supplies	10.63	Pad Stamps (3) & Dryerase Adhesive
			001 - 514 23 31 000		Office & Operating Supplies	32.69	Letters Folders & Index Tabs
			001 - 514 23 31 000		Office & Operating Supplies	96.05	Tape, Paper, Pens, Folders
			001 - 514 23 31 000		Office & Operating Supplies	210.02	7 Box Of Paper
			001 - 518 88 31 000		Office & Operating Supplies	27.14	Floppy Drive
			001 - 521 20 31 000		Office & Operating Supplies	48.74	Ziplock Bags
			001 - 521 20 31 000		Office & Operating Supplies	51.36	Freezer Bags - Evidence
			001 - 521 20 31 000		Office & Operating Supplies	25.98	Desktop Stand
			403 - 534 80 31 000		Office & Operating Supplies	6.09	7 Box Of Paper
			407 - 535 80 31 000		Office & Operating Supplies	6.09	7 Box Of Paper
			448 - 537 80 31 000		Office & Operating Supplies	6.07	7 Box Of Paper
			403 - 539 20 31 000		Office & Operating Supplies	6.09	7 Box Of Paper
			102 - 542 90 31 000		Office & Operating Supplies	1.15	7 Box Of Paper
			001 - 576 20 31 000		Office & Operating Supplies	25.71	Pad Stamps (3) & Dryerase Adhesive
			001 - 576 20 31 000		Office & Operating Supplies	74.22	Binders, Pens, Paper, Sticky Notes
			001 - 576 20 31 000		Office & Operating Supplies	43.42	Clock
3652	06/09/2015	Claims	1	12531	Outwest Pet Rescue	520.00	Animal Control Service

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:51:31 Date: 06/09/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 524 20 41 000		Professional Services	520.00	Animal Control Service
3653	06/09/2015	Claims	1	12532	Oxarc	2,943.06	Sodium Hypochlorite
			403 - 534 80 31 000		Office & Operating Supplies	2,943.06	Sodium Hypochlorite
3654	06/09/2015	Claims	1	12533	City of Pasco	75.00	Law Enforcement Reserve Academy Graduation
			001 - 521 20 51 000		Intergov't Professional Servic	75.00	Law Enforcement Reserve Academy Graduation
3655	06/09/2015	Claims	1	12534	Planning Assoc Of Wa (paw)	55.00	2015 PAW Membership - S. Zetz
			001 - 558 60 49 000		Miscellaneous	55.00	2015 PAW Membership - S. Zetz
3656	06/09/2015	Claims	1	12535	Pocketinet Communications	398.00	Wide Area Network, Dedicated 3 Mbps
			001 - 518 88 42 000		Communications	398.00	Wide Area Network, Dedicated 3 Mbps
3657	06/09/2015	Claims	1	12536	The Print Guys Inc	103.17	Business Cards - T. Stewart; Business Cards - T. Bell
			149 - 521 20 31 149		Law Enforcement - Office & t	48.87	Business Cards - T. Bell
			403 - 534 80 31 000		Office & Operating Supplies	27.15	Business Cards - T. Stewart
			403 - 539 20 31 000		Office & Operating Supplies	27.15	Business Cards - T. Stewart
3658	06/09/2015	Claims	1	12537	Prosser Autobody Repair	2,723.79	Police Car Repair Parts & Labor; Refinish Hood Clearcoat & Replace Cover Seat
			001 - 521 20 48 000		Repairs & Maintenance	2,340.87	Police Car Repair Parts & Labor
			001 - 521 20 48 000		Repairs & Maintenance	382.92	Refinish Hood Clearcoat & Replace Cover Seat
3659	06/09/2015	Claims	1	12538	Prosser Barn LLC	7.06	Refund inactive customer credit balance
			403 - 343 90 00 000		Irrigation Fees & Charges	-7.06	
3660	06/09/2015	Claims	1	12539	Prosser Chamber Of Commerce	19,000.00	Tourism Promotion & VIC Operations - April; Tourism Promotion & VIC Operations - May
			130 - 573 90 41 000		Professional Services - Chaml	8,000.00	VIC Operations And Tourism Promotion
			130 - 573 90 41 000		Professional Services - Chaml	8,000.00	VIC Operations And Tourism Promotion
			131 - 573 90 41 131		Professional Services	2,000.00	Tourism Promotion Area
			131 - 573 90 41 131		Professional Services	1,000.00	Tourism Promotion Area
3661	06/09/2015	Claims	1	12540	Prosser Rentals	253.04	Kubota Excavator 14" + Fuel
			403 - 534 80 45 000		Operating Rentals & Leases	253.04	Kubota Excavator 14" + Fuel
3662	06/09/2015	Claims	1	12541	RLI Surety	125.00	Insurance Bond - T. Yost
			103 - 543 30 46 103		Insurance	125.00	Insurance Bond - T. Yost
3663	06/09/2015	Claims	1	12542	Rainwater Water Co	12.00	(2) Water
			407 - 535 80 31 000		Office & Operating Supplies	12.00	(2) Water
3664	06/09/2015	Claims	1	12543	Saxton Riley, PLLC	3,000.00	Prosecution
			001 - 512 50 41 000		Professional Services	3,000.00	Prosecution
3665	06/09/2015	Claims	1	12544	Shi International Corp	2,388.65	Content Filtering Service & Dynamic Support; APC Back-UPS ES 750 Master Control
			001 - 518 88 35 001		Small Tools & Minor Equipm	1,553.88	
			001 - 518 88 35 001		Small Tools & Minor Equipm	388.12	
			001 - 518 88 35 001		Small Tools & Minor Equipm	446.65	APC Back-UPS ES 750 Master Control
3666	06/09/2015	Claims	1	12545	Tolman Electric	4,562.98	Repair To Aeration - WWTP; Repair Pool Pumps
			407 - 535 80 48 000		Repairs & Maintenance	4,410.94	Repair To Aeration - WWTP
			001 - 576 20 48 000		Repairs & Maintenance	152.04	Repair Pool Pumps

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 10:51:31 Date: 06/09/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3667	06/09/2015	Claims	1	12546	Valley Pipe Co	7.09	3x2 RD SXT & 2" MA
			403 - 539 20 31 000		- Office & Operating Supplies	7.09	3x2 RD SXT & 2" MA
3668	06/09/2015	Claims	1	12547	Valley Publishing Co Inc	87.00	Ordinance Summary 15-2931 To 15-2931 Published; Seeking Reserve Officers- AD
			001 - 514 30 41 000		- Professional Services	33.00	Ordinance Summary 15-2931 To 15-2931 Published
			001 - 521 20 41 000		- Professional Services	54.00	Seeking Reserve Officers- AD
3669	06/09/2015	Claims	1	12548	WA Dept Transportation Sc	80.25	Inspection Costs - Water Trans Main
			403 - 534 80 41 000		- Professional Services	80.25	Inspection Costs - Water Trans Main
3670	06/09/2015	Claims	1	12549	The Wesley Group	1,560.00	Labor Relations Consultation
			001 - 518 10 41 000		- Professional Services	1,560.00	Labor Relations Consultation
3671	06/09/2015	Claims	1	12550	West Benton Fire Rescue	27,850.00	IPS: May 2015
			001 - 522 10 51 000		- Intergov't Professional Srvc-F	27,850.00	IPS-Fire Dept
3672	06/09/2015	Claims	1	12551	Worksafe Services Inc	52.00	Drug Test - U. Araiza
			407 - 535 80 49 000		- Miscellaneous	52.00	Drug Test - U. Araiza

001 General Fund	84,776.71
102 Street Fund	1,774.45
103 Transportation Benefit Distric	125.00
130 Hotel/Motel Tax Fund	16,000.00
131 Tourism Promotion Area Fund	3,000.00
149 Public Safety Sales Tax Fund	98.87
305 Energy Efficiency Improvement Project	31,319.37
403 Water Fund	45,056.24
407 Sewer Fund	75,599.90
448 Garbage Fund	62,612.28
603 Consumer Utility Deposit Fund	212.53

Claims: 320,575.35
 * Transaction Has Mixed Revenue And Expense Accounts 320,575.35

Elie Lara

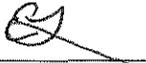
6/3/15

Signature

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Accept invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the month of April and authorize payment for those services in the amount of \$10,000.		Meeting Date: June 9, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$10,000.00		Account Number: 130-573-90-41 131-573-10-41	
Amount Budgeted: \$130,000 <ul style="list-style-type: none"> • \$110,000- Hotel/Motel #130 • \$20,000- Tourism Promotion Area (TPA) #131 		Name and Fund# Hotel/Motel Tax Fund #130 Tourism Promotion Area #131	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Invoice number 4419 for April 2015 services 2. Monthly Reports for March 2015 			
Summary Statement: Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 12539 in the amount of \$10,000.00 has been generated for Council approval.			
Consistent with or Comparison to: City's policy to pay bills in a timely manner.			
Recommended City Council Action/Suggested Motion: Accept invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the month of April 2015 and authorize payment for those services in the amount of \$10,000.00.			
Reviewed by Department Director: 	Reviewed by City Attorney: N/A	Approved by Mayor: 	
Date: 6/3/15	Date:	Date: 6-4-15	
Today's Date: June 3, 2015	Revision Number/Date:	File Name and Path:	

Prosser Chamber of Commerce

1230 Bennett Avenue
Prosser, WA 99350

Invoice

Date	Invoice #
4/1/2015	4419

Bill To
City of Prosser 601 7th Street Prosser, WA 99350

RECEIVED

JUN 02 2015

CITY OF PROSSER

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	City Contract for VIC Operations April	8,000.00	8,000.00
	City Contract for Tourism and Promotion April	2,000.00	2,000.00
	130-573-90-41 = \$		
	131-573-90-41 = \$		
	SIGNATURE NOT REQUIRED Per City of Prosser Purchasing Policy Sec. 6.1.6.2		
Total			\$10,000.00



Attachment to the invoice for Hotel / Motel Reimbursement for

March 2015

During this reporting month the following work was performed or completed.

During the month noted above the Prosser Chamber of Commerce operated the Prosser Visitor and Information Center in conformance with paragraph 4.A.

Days of Operations	<u>22</u>
Brochures and Mailings	<u>98</u>
Business Referrals	<u>55</u>

During the month noted above the Prosser Chamber of Commerce updated and maintained the attractions directory.

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce provided the attractions directory electronically to the City.

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce maintained a web site as customary in the industry.

Yes	<u>X</u>
No	<u> </u>

During the month noted above the Prosser Chamber of Commerce attended a convention, conference or trade show specifically targeted at tourists. *Minimum 5.*

Yes	<u>1</u>
No	<u> </u>
Total Number YTD	<u>0</u>

During the month noted above the Prosser Chamber of Commerce conducted the following Bureau Advertising:

Washington Wine Commission Guide

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

Yakima Visitor & Convention Bureau Visitors Guide

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

Tri-Cities Visitor & Convention Bureau Visitors Guide

Yes	<u>X</u>
No	<u> </u>
Previously Complete	<u> </u>

Other: _____

During the month noted above the Prosser Chamber of Commerce produced weekly E-Zines.

Yes X
No
Total Number (month) 8

During the month noted above the Prosser Chamber of Commerce participated in the HAR site.

Yes X
No

In addition to the above activities and services, the Prosser Chamber of Commerce conducted regional advertising in the following manner: (Portland, Seattle, Spokane, radio, cable and print, distinctive, consistent and unified) The purpose of the advertising is to promote Prosser as a destination travel venue which will increase our over-night stays.

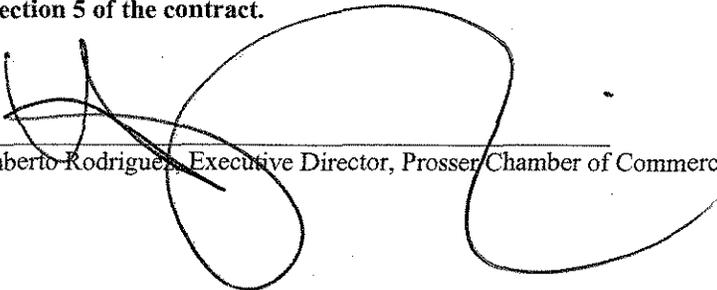
The Chamber continues to promote Prosser as a travel destination through partnerships with the Tri-City Visitor & Convention Bureau and the Yakima Valley VCB through website advertising promoting our local events. The Chamber also participated in the Portland Metro RV Show. As well as the Taste WA show in Seattle.

Listed below are additional marketing programs intended to bring visitors and increase over-night stays.

The Chamber continues to distribute our anchor visitor's brochure the Attraction Directory, which is available to visitor at over 100 locations in Prosser. We continue to market Prosser through social media outlets like Facebook and Twitter. Chamber continues to update our tourism website to include a mobile application site to make it easier for visitors to research Prosser on any smart phone adding convenience to their travels

During the month noted above the Prosser Chamber of Commerce marketed the following community events:

The Prosser Chamber of Commerce has complied with all the terms of the contract including not utilizing Hotel/Motel funds for items listed in Section 5 of the contract.



Humberto Rodriguez, Executive Director, Prosser Chamber of Commerce

Monthly Income & Expense Report - March - 2015

Revenues Received - \$ 12000

Marketing Program	Cost	Potential Impact on Hotel Stays
Visitor Information Center administration and operation	3333.33	Personal greeting with visitors provides opportunities for recommendations regarding lodging. Handle accommodations requests from phone, e-mail, & website
E-Zine	37.45	Weekly & Quarterly E-zines provide potential visitors with up-to-date information regarding events and attractions in Prosser. They serve as a quick reference point and reminder of what's happening here. Our current e-zine mailing list reaches over 875 recipients all over the Pacific Northwest.
Conference Sales Manager	1667.00	
Taste WA Trade Show	1346.00	
Portland Metro RV	995.00	
PW Prep Web	1500.00	

Total Expenses	8878.78
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Monthly Income & Expense Report - March - 2015

Revenues Received - \$ 12000

Marketing Program	Cost	Potential Impact on Hotel Stays
Visitor Information Center administration and operation	3333.33	Personal greeting with visitors provides opportunities for recommendations regarding lodging. Handle accommodations requests from phone, e-mail, & website
E-Zine	37.45	Weekly & Quarterly E-zines provide potential visitors with up-to-date information regarding events and attractions in Prosser. They serve as a quick reference point and reminder of what's happening here. Our current e-zine mailing list reaches over 875 recipients all over the Pacific Northwest.
Conference Sales Manager	1667.00	
Taste WA Trade Show	1346.00	
Portland Metro RV	995.00	
PW Prep Web	1500.00	

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Total Expenses	8878.78
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Prosser Chamber of Commerce
Profit & Loss
 March 2015

	Mar 15
Income	
Administration & Chamber	
Chamber Luncheon	100.00
Interest Income	2.53
Total Administration & Chamber	102.53
Beer & Whiskey Fest	
Office Ticket sales	96.35
Total Beer & Whiskey Fest	96.35
City Contract	
Tourism & Promotion Funding	2,000.00
VIC Funding	10,000.00
Total City Contract	12,000.00
Miss Prosser & Floats	144.00
NW Preparedness Expo	
Vendor Fees	700.00
Total NW Preparedness Expo	700.00
Scottishfest	
PSF - Vendors	260.00
Total Scottishfest	260.00
Uncommon Threads	
Sponsorship	500.00
Total Uncommon Threads	500.00
Total Income	13,802.88
Expense	
Administration, Chamber & VIC	
Advertising	3,524.50
Bank Fees	
Merchant Fees	75.60
Total Bank Fees	75.60
Conference Sales Manager	1,375.00
Dues & Subscriptions	209.99
Equip Rental	366.27
Insurance	1,105.79
Miscellaneous	62.88
Office Supplies	172.27
Payroll Expenses	
Labor & Industries	815.94
Payroll Expenses - Other	4,476.89
Total Payroll Expenses	5,292.83
Postage	1,035.00
Printing/Copy Costs	10,515.00
Telephone & Internet	145.86
Travel and Meals	1,081.37
Administration, Chamber & VIC - Other	100.00
Total Administration, Chamber & VIC	25,062.36
Art Walk & Wine Gala Costs	
Advertising	450.00
Total Art Walk & Wine Gala Costs	450.00
Balloon Rally	170.00
Beer & Whiskey Festivals	212.50
Chamber Event Costs	
Easter & Christmas Costs	138.76
Total Chamber Event Costs	138.76
Chamber Truck	72.32

Prosser Chamber of Commerce
Profit & Loss
March 2015

	Mar 15
Community Event Costs	
4th of July Costs	285.00
States Day Costs	2,745.00
Total Community Event Costs	3,030.00
Miss Prosser & Float	
Court Attire	519.16
Total Miss Prosser & Float	519.16
NW Preparedness Expos	
Vendor Reimbursement	1,420.00
Total NW Preparedness Expos	1,420.00
Shuttle Van Expense	129.50
Tourism & Promotion	
Advertising Costs	6,040.27
Printing and Copying Costs	6,690.60
Tradeshow	2,050.32
Tourism & Promotion - Other	38.65
Total Tourism & Promotion	14,819.84
Uncommon Threads.	430.00
Total Expense	46,454.44
Net Income	-32,651.56

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Accept invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the month of May and authorize payment for those services in the amount of \$9,000.		Meeting Date: June 9, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$9,000.00		Account Number: 130-573-90-41 131-573-10-41	
Amount Budgeted: \$130,000 <ul style="list-style-type: none"> • \$110,000- Hotel/Motel #130 • \$20,000- Tourism Promotion Area (TPA) #131 		Name and Fund# Hotel/Motel Tax Fund #130 Tourism Promotion Area #131	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Invoice number 4439 for May 2015 services 2. Monthly Reports for April 2015 			
Summary Statement: Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 12539 in the amount of \$9,000.00 has been generated for Council approval.			
Consistent with or Comparison to: City's policy to pay bills in a timely manner.			
Recommended City Council Action/Suggested Motion: Accept invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the month of May 2015 and authorize payment for those services in the amount of \$9,000.00.			
Reviewed by Department Director: 	Reviewed by City Attorney: N/A	Approved by Mayor: 	
Date: 6/3/15	Date:	Date: 6-4-15	
Today's Date: June 3, 2015	Revision Number/Date:	File Name and Path:	

Prosser Chamber of Commerce

Invoice

1230 Bennett Avenue
Prosser, WA 99350

Date	Invoice #
5/1/2015	4439

Bill To
City of Prosser 601 7th Street Prosser, WA 99350

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JUN 02 2015
CITY OF PROSSER

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	City Contract for VIC Operations May	8,000.00	8,000.00
	City Contract for Tourism and Promotion May	1,000.00	1,000.00
	130-573-90-41		
	131-573-90-41		
SIGNATURE NOT REQUIRED Per City of Prosser Purchasing Policy Sec. 6.1.8.2			
		Total	\$9,000.00

✓

Monthly Income & Expense Report - March - 2015

Revenues Received - \$ 10000	
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Marketing Program	Cost	Potential Impact on Hotel Stays
Visitor Information Center administration and operation	3333.33	Personal greeting with visitors provides opportunities for recommendations regarding lodging. Handle accommodations requests from phone, e-mail, & website
E-Zine	37.45	Weekly & Quarterly E-zines provide potential visitors with up-to-date information regarding events and attractions in Prosser. They serve as a quick reference point and reminder of what's happening here. Our current e-zine mailing list reaches over 875 recipients all over the Pacific Northwest.
Conference Sales Manager	1667.00	
Visitor Guide Publication - Yakima Valley	10151.00	
Visit Tri-Cities	200.00	

Total Expenses	15388.78
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Attachment to the invoice for Hotel / Motel Reimbursement for

April 2015

During this reporting month the following work was performed or completed.

During the month noted above the Prosser Chamber of Commerce operated the Prosser Visitor and Information Center in conformance with paragraph 4.A.

Days of Operations	<u>22</u>
Brochures and Mailings	<u>87</u>
Business Referrals	<u>50</u>

During the month noted above the Prosser Chamber of Commerce updated and maintained the attractions directory.

Yes	<u> X </u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce provided the attractions directory electronically to the City.

Yes	<u> X </u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce maintained a web site as customary in the industry.

Yes	<u> X </u>
No	<u> </u>

During the month noted above the Prosser Chamber of Commerce attended a convention, conference or trade show specifically targeted at tourists. *Minimum 5.*

Yes	<u> 2 </u>
No	<u> </u>
Total Number YTD	<u> 0 </u>

During the month noted above the Prosser Chamber of Commerce conducted the following Bureau Advertising:

Washington Wine Commission Guide

Yes	<u> X </u>
No	<u> </u>
Previously Completed	<u> </u>

Yakima Visitor & Convention Bureau Visitors Guide

Yes	<u> X </u>
No	<u> </u>
Previously Completed	<u> </u>

Tri-Cities Visitor & Convention Bureau Visitors Guide

Yes	<u> X </u>
No	<u> </u>
Previously Complete	<u> </u>

Other: _____

During the month noted above the Prosser Chamber of Commerce produced weekly E-Zines.

Yes X
No
Total Number (month) 9

During the month noted above the Prosser Chamber of Commerce participated in the HAR site.

Yes X
No

In addition to the above activities and services, the Prosser Chamber of Commerce conducted regional advertising in the following manner: *(Portland, Seattle, Spokane, radio, cable and print, distinctive, consistent and unified)* The purpose of the advertising is to promote Prosser as a destination travel venue which will increase our over-night stays.

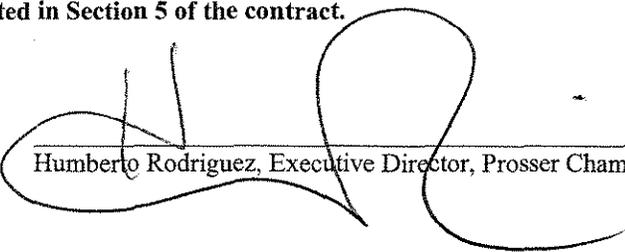
The Chamber continues to promote Prosser as a travel destination through partnerships with the Tri-City Visitor & Convention Bureau and the Yakima Valley VCB through website advertising promoting our local events.

Listed below are additional marketing programs intended to bring visitors and increase over-night stays.

The Chamber continues to distribute our anchor visitor's brochure the Attraction Directory, which is available to visitor at over 100 locations in Prosser. We continue to market Prosser through social media outlets like Facebook and Twitter. Chamber continues to update our tourism website to include a mobile application site to make it easier for visitors to research Prosser on any smart phone adding convenience to their travels

During the month noted above the Prosser Chamber of Commerce marketed the following community events:

The Prosser Chamber of Commerce has complied with all the terms of the contract including not utilizing Hotel/Motel funds for items listed in Section 5 of the contract.



Humberto Rodriguez, Executive Director, Prosser Chamber of Commerce

Prosser Chamber of Commerce
Profit & Loss
 April 2015

	Apr 15
Income	
Administration & Chamber	
Interest Income	0.96
Membership Dues	315.00
Miscellaneous	100.00
Total Administration & Chamber	415.96
Art Walk and Wine Gala	
Art Walk Vendor Fees	25.00
Total Art Walk and Wine Gala	25.00
Beer & Whiskey Fest	
BBQ Entry Fee	30.00
Online Ticket Sales	1,736.03
Total Beer & Whiskey Fest	1,766.03
City Contract	
Tourism & Promotion Funding	2,000.00
VIC Funding	8,000.00
Total City Contract	10,000.00
Community Events	
Harvest Festival	
Vendor Fees	120.00
Total Harvest Festival	120.00
Total Community Events	120.00
Depot Square Marketplace	
Vendor Fees	70.00
Depot Square Marketplace - Other	50.00
Total Depot Square Marketplace	120.00
Miss Prosser & Floats	
Miss Prosser Sign Revenue	200.00
Total Miss Prosser & Floats	200.00
Scottishfest	
PSF - Athletics	180.00
PSF - Vendors	1,140.00
Total Scottishfest	1,320.00
Tourism - Co-Op Advertising	700.00
Uncommon Threads	
Sponsorship	225.00
Total Uncommon Threads	225.00
Total Income	14,891.99
Expense	
Administration, Chamber & VIC	
Advertising	700.00
Bank Fees	1,556.15
Conference Sales Manager	1,375.00
Depot Rent	425.00
Dues & Subscriptions	40.60
Equip Rental	313.50
Health Insurance	300.00
Insurance	788.29
License & Permits	310.00
Office Supplies	14.99
Payroll Expenses	2,727.26

4:38 PM

06/02/15

Accrual Basis

Prosser Chamber of Commerce

Profit & Loss

April 2015

	Apr 15
Postage	201.22
Telephone & Internet	73.18
Travel and Meals	76.58
Administration, Chamber & VIC - Other	400.00
Total Administration, Chamber & VIC	9,301.77
Chamber Truck	82.19
Community Event Costs	
Scottishfest	
Advertising	506.40
Scottishfest - Other	310.00
Total Scottishfest	816.40
Community Event Costs - Other	77.79
Total Community Event Costs	894.19
Miss Prosser & Float	
Chaperone's Fuel Expense	182.50
Court Attire	647.30
Court Travel Food	68.22
Float Creation Expense	98.29
Lilac Parade Royalty Luncheon	210.00
Wenatchee Parade Food	232.44
Miss Prosser & Float - Other	1,722.33
Total Miss Prosser & Float	3,161.08
NW Preparedness Expos	
Office Expense	10.00
Ticket Reimbursment	60.00
Total NW Preparedness Expos	70.00
Shuttle Van Expense	110.90
Tourism & Promotion	
Advertising Costs	3,220.00
Tradeshaw	1,750.00
Total Tourism & Promotion	4,970.00
Uncommon Threads.	840.00
Total Expense	19,430.13
Net Income	-4,538.14

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No.15 in the amount of \$39,903.72 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.		Meeting Date: June 9, 2015 Regular Meeting	
Department: Public Works	Director: L.J. Da Corsi	Contact Person: L.J. Da Corsi	Phone Number: (509) 786-2332
Cost of Proposal: Estimated Total Project Cost - \$881,500.00 DWSRF Invoice Voucher Request No. 15 - \$39,903.72		Account Number: Name and Fund# Zone 2.5 Water Supply Improvements Fund 420	
Amount Budgeted: Funding derived through an approved low-interest loan from the Drinking Water State Revolving Fund (DWSRF)			
Reviewed by Finance Department: <p align="center"><i>TJ</i></p>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Public Works Board - DWSRF Project Status Report 2. WA State Department of Commerce Form A19-1A Voucher Distribution for \$39,903.72 dated 4/01/15 - 4/30/15 3. DWSRF Labor Standards Certification for Voucher Request #15 4. Letter from HLA recommending payment to Contractor for \$34,987.81 dated 5/06/15 5. Itemized Project Quantities for Construction dated 4/30/15 6. HLA Invoice Number 13109E- 017 for \$4,915.91, dated 05/01/2015 7. HLA Invoice Number 13109C-005 for \$0.52, dated 05/01/2015 8. Project Cost To Date Breakdown Sheet, dated 05/13/15 			
Summary Statement: This Agenda Bill is to approve the DWSRF Invoice Voucher Request No. 15 in the amount of \$39,903.72 for construction and engineering services to date on this project and authorize the Mayor to sign the documents.			

History:

The City of Prosser applied for and received 2013 Drinking Water State Revolving Fund (DWSRF) loan monies to construct 4,000 linear feet of new 12" water transmission main from the Water Treatment Plant on SR 22 to the Painted Hills Booster Station. The total original contract amount is \$890,315.00. The project budget is \$881,500.00 and the loan fee is \$8,815.00.

Expenses to Date - \$763,832.78
Loan Balance - \$117,667.22

As with standard procedures for other City utility projects funded by state and federal agencies, Council must approve the pay voucher requests before the funding agency can release any monies.

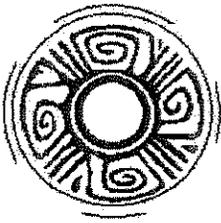
Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No.15 in the amount of \$39,903.72 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.

<u>Reviewed by Department Director:</u>  Date: 6/4/15	<u>Reviewed by City Attorney:</u>  Date: 6/3/15	<u>Approved by Mayor:</u>  Date: 6-4-15
<u>Today's Date:</u> May 29, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

DWSRF PROJECT STATUS REPORT

Submitter: Paul Warden - Mayor

Date of Submission: _____

This form must be completed each time you submit a reimbursement request. Reimbursement requests will not be processed unless accompanied by a current Project Status Report.

Client Name:	City of Prosser
Contract Number:	DM13-952-140
Project Name:	Zone 2.5 Water Supply Improvements
Scheduled Project Completion Date:	9/30/2017

1) Project Progress

Please describe the progress you have made to date on your project's scope of work (see Attachment A in your contract).

The construction contract was awarded to Mountain States Construction. Construction began on January 5th and is substantially complete April 2, 2015. Punch list items will be corrected and then the project closed out.

Approximately, what percentage of the project is complete?	86	%
--	----	---

When do you expect the project to be completed (month/day/year)?	12/01/2015
--	------------

if the anticipated completion date is different from the one above, what factors led to the change in the completion date?

2) Disadvantaged Business Enterprises (DBEs)

Did you award any DBE contracts this Quarter? NO
 Total DBE contracted out this Quarter or Reporting Period: \$ 0.00

Type of Business	Contract Total	Award Date	Indicate Type of Service * construction * supplies * services * equipment	Contractor Name	Contractor Address
Minority Owned Business					
Women Owned Business					
Small Business in Rural Area					
Small Business Enterprise (SBE)					
Historically Underutilized Business (HUB) Zone Small Business Concerns					
Labor Surplus Area Firms (LSAF)					
Other Entities Meeting EPA's DBE Rule Criteria					

3) Federal Funds Expenditures

What is your jurisdiction's fiscal year? January To: December

During the fiscal year, how much has your system expended in (all sources) federal funds? \$649,087.57 (2015)

(Fiscal year is your fiscal year as determined by your organization)

Note: Borrowers that expend \$500,000 or more in federal funds (all sources) in their fiscal year must have an audit conducted in accordance with Office of Management and Budget (OMB) revised Circular A-133. The audit must be conducted within nine months of the end of the fiscal year in which the audit was "triggered." The applicable federal category for the DWSRF is CFDA 66.468.

4) Dedicated Repayment Account (Private Systems Only)

Please enter the current account balance for the repayment account: \$ 0.00

WASHINGTON STATE DEPARTMENT OF COMMERCE		AGENCY NUMBER	Short Code	Commerce Contract Number	
Form A19-1A	VOUCHER DISTRIBUTION DEPARTMENT OF COMMERCE PO BOX 42525 OLYMPIA, WA 98504-2525	1030		DM13-952-140	
VENDOR OR CLAIMANT (Warrant is to be payable to:)		INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise, or services. Show complete detail for each item.			
City of Prosser 601 Seventh Street Prosser WA, 99350		Vendor's Certificate: The individual signing this voucher below warrants they have the authority to do so as authorized, and on the behalf of the entity identified in the Vendor/Client section. The individual signing below certifies under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.			
Contact Person:	Toni Yost	By: _____ (SIGN IN BLUE INK) Mayor _____ (TITLE) (DATE)			
Phone:	(509) 786-2332				
Contract Period	9/30/2017				
REPORT PERIOD	04/01/15 - 04/30/15				
Original Contract Amount		\$890,315.00			
Loan Fee (if any)		\$8,815.00			
Date	DESCRIPTION	Budget	Previously Requested	Amount of This Invoice	Award Remaining Balance
5/19/2015	Proj Admin, Telemetry Systems HLA INV 13109E-017, Prog Est No. 4 (Mtn States Const. Co.) Voucher No. 15	\$881,500.00	\$723,929.06	\$39,903.72	\$117,667.22
Totals		\$881,500.00	\$723,929.06	\$39,903.72	\$117,667.22

Match: Year / Dollars / Coding				PROGRAM APPROVAL (The individual signing this voucher warrants they have the authority to sign this voucher)				DATE	
DOC DATE		CURRENT DOC. NO.		REFERENCE DOC. NO.		VENDOR NUMBER and SUFFIX			
						SWV0015958-00			
ACCOUNT NO.				ASD NUMBER		VENDOR MESSAGE			
				28185					
TRANS CODE	MASTER	INDEX	SUB OBJ	SUB SUB OBJ	GL	ACCT	SUBSID	AMOUNT	INVOICE
SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT							DATE	WARRANT TOTAL	
ACCOUNTING APPROVAL FOR PAYMENT							DATE		

Washington State Department of Commerce
PUBLIC WORKS BOARD
DRINKING WATER STATE REVOLVING FUND
LABOR STANDARDS CERTIFICATION

City of Prosser
Legal Name

DM13-952-140
Contract Number

15
Invoice Voucher Request #

CERTIFICATION

I hereby certify that all certified payrolls for the period supported by the attached invoice voucher have been reviewed to ensure that all laborers and mechanics are being paid at least the higher of the wage rates contained in the applicable federal or state wage decisions for the type of work performed.

Borrowers Signature: _____

Print Name: Paul Warden

Title: Mayor

Date: _____



Jeffrey T. Louman, PE
Theodore W. Pooler, PE
Michael T. Battle, PE
Eric T. Herzog, PLS

Timothy D. Alapeteri, PE
Gene W. Soules, PE
Timothy D. Fries, PLS
Justin L. Bellamy, PE

Stephanie J. Ray, PE
Dustin L. Posten, PE
Stephen S. Hazzard, PE
Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

May 6, 2015

City of Prosser
601 7th Street
Prosser, WA 99350

Attn: Accounts Payable

Re: City of Prosser
ZONE 2.5 WATER SUPPLY IMPROVEMENTS
DWSRF Contract No.: DM13-952-140
HLA Project No.: 13109C
Progress Estimate No.: 4

To Whom It May Concern:

Enclosed is Progress Estimate No. 4 for work performed by Mountain States Const. Co., through April 30, 2015, in connection with their contract on the above referenced project. The amount due the Contractor of \$34,987.81 is net after retainage, as per the contract documents. We have received Certified Payrolls through April 11, 2015 from Mountain States Const. Co. We recommend this Progress Estimate be considered and approved for payment by the City of Prosser.

Please contact this office, should you have questions or if we may furnish additional information.

Very truly yours,

Dustin L. Posten, PE

DLP/crf

Enclosure

copy: L.J. DaCorsi, City of Prosser (Hard Copy, Email)
Mountain States Const. Co.
Steven Sziebert, HLA
Benji Martin, HLA
Caroline Fitzsimmons, HLA
Correspondence File

City of Prosser
601 Seventh Street
Prosser, WA 99350

ZONE 2.5 WATER SUPPLY IMPROVEMENTS

HLA Project No.: 13109C
DWSRF Contract No.: DM13-952-140
Progress Estimate No.: 4

TO: Mountain States Const. Co.
P.O. Box 918
Sunnyside, WA 98944

Date: April 30, 2015

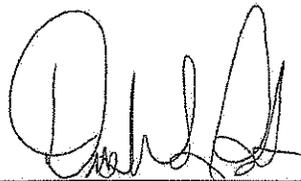
Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 4 Quantity	Quantity to Date	Amount	Contract Quantity
1	Mobilization	LS	1	\$42,575.00	0%	100%	\$42,575.00	100%
2	Project Temporary Traffic Control	LS	1	\$3,000.00	0%	100%	\$3,000.00	100%
3	Clearing and Grubbing	LS	1	\$6,500.00	0%	100%	\$6,500.00	100%
4	Existing Reservoir Abandonment	LS	1	\$2,500.00	100%	100%	\$2,500.00	100%
5	Unclassified Excavation Incl. Haul	CY	325	\$16.00	0	325	\$5,200.00	100%
6	Select Backfill, as Directed	CY	50	\$16.00	0.00	48.65	\$778.40	97%
7	Gravel Borrow Incl. Haul	TON	560	\$24.25	0.00	466.51	\$11,312.87	83%
8	Crushed Surfacing Base Course	TON	650	\$31.00	0.00	602.91	\$18,690.21	93%
9	Crushed Surfacing Top Course	TON	300	\$30.00	0.00	298.91	\$8,967.30	100%
10	HMA Cl. 1/2-Inch PG 64-28	TON	250	\$119.00	0.00	270.75	\$32,219.25	108%
11	Zone 3 to Zone 2.5 PRV Station, Complete	LS	1	\$55,000.00	1%	100%	\$55,000.00	100%
12	Zone 2.5 to Zone 1 PRV Station, Complete	LS	1	\$42,000.00	1%	100%	\$42,000.00	100%
13	Zone 3 to Zone 2.5 Flowmeter, Complete	LS	1	\$15,000.00	3%	100%	\$15,000.00	100%
14	PRV Station Remote Monitoring, Complete	LS	1	\$25,000.00	96%	100%	\$25,000.00	100%
15	Shoring or Extra Excavation	LF	4,160	\$1.00	0	4,162	\$4,162.00	100%
16	D.I. Pipe for Culvert 12 In. Diam.	LF	40	\$67.15	0	59	\$3,961.85	148%
17	PVC Pipe for Water Transmission Main 12 In. Diam.	LF	3,450	\$36.25	0	3,482	\$126,222.50	101%
18	D.I. Pipe for Water Distribution Main 12 In. Diam.	LF	630	\$48.60	0	604	\$29,354.40	96%
19	D.I. Pipe for Water Distribution Main 8 In. Diam.	LF	40	\$158.35	0	70	\$11,084.50	175%
20	Steel Casing Pipe 24 In. Diam.	LF	55	\$145.00	0	55	\$7,975.00	100%
21	PVC Casing Pipe 18 In. Diam.	LF	60	\$73.20	0	58	\$4,245.60	97%
22	Tapping Sleeve and Valve Assembly 12 In.	EA	1	\$4,500.00	0	1	\$4,500.00	100%
23	Butterfly Valve 12 In.	EA	8	\$1,525.00	0	8	\$12,200.00	100%
24	Gate Valve 8 In.	EA	3	\$1,350.00	0	3	\$4,050.00	100%
25	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	EA	3	\$2,500.00	1	3	\$7,500.00	100%
26	Hydrant Assembly	EA	2	\$4,375.00	1	2	\$8,750.00	100%
27	Concrete Valve Marker	EA	3	\$200.00	1	3	\$600.00	100%
28	Bollard	EA	8	\$620.00	0	8	\$4,960.00	100%
29	Adjust Manhole	EA	2	\$625.00	0	2	\$1,250.00	100%
30	Project Completion Documentation	LS	1	\$1,000.00	0%	0%	\$0.00	0%
31	Minor Change	FA	EST.	\$10,000.00	1,498.06	8,778.06	\$8,778.06	87.8%
SUBTOTAL							\$508,336.94	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 4 Quantity	Quantity to Date	Amount	Contract Quantity
CHANGE ORDER NO. 1								
1-1	6" DI Water Main	LF	165	\$71.50	0	146	\$10,439.00	88%
1-2	Install City Provided 6" Gate Valve, Complete	EA	1	\$775.00	0	1	\$775.00	100%
1-3	Remove and Dispose of Existing 6" Pipe	LF	175	\$14.50	0	175	\$2,537.50	100%
1-4	Relocate Existing Fire Hydrant	EA	1	\$1,500.00	0	1	\$1,500.00	100%
CHANGE ORDER NO. 1, SUBTOTAL							\$15,251.50	
SUBTOTAL, WORK TO DATE							\$523,588.44	
PLUS MATERIALS ON HAND							\$0.00	
SUBTOTAL AMOUNTS							\$523,588.44	
*8.6% STATE SALES TAX							\$45,028.61	
TOTAL							\$568,617.05	
LESS TOTAL RETAINAGE							\$26,179.42	
LESS AMOUNTS PREVIOUSLY PAID							\$507,449.82	
AMOUNT NOW DUE							\$34,987.81	

*Cumulative revision for Sales Tax increase - 8.3% to 8.6% as of 01/01/16.

Progress Estimate No. 1 \$	<u>168,964.97</u>	Retainage \$	<u>8,178.36</u>
Progress Estimate No. 2 \$	<u>215,777.71</u>	Retainage \$	<u>10,390.30</u>
Progress Estimate No. 3 \$	<u>122,707.14</u>	Retainage \$	<u>5,922.16</u>
Progress Estimate No. 4 \$	<u>34,987.81</u>	Retainage \$	<u>1,688.60</u>

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.



Dustin L. Posten, PE



Huibregtse, Louman Associates, Inc.
 2803 River Road
 Yakima, WA 98902

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 13109E-017
 Date 05/01/2015

Project 13109E Prosser - Zone 2.5 Water Supply Improvements

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering Services in connection with the Zone 2.5 Water Supply Improvements project, per your request, for services performed April 1 through April 30, 2015.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 4 - Design and Final Plans and Specifications	92,900.00	100.00	92,900.00	92,900.00	0.00
Total	92,900.00	100.00	92,900.00	92,900.00	0.00

Phase 2 - Project Administration

	Hours	Rate	Billed Amount
Contract Administrator	7.00	113.00	791.00
Engineering Technician	4.50	72.00	324.00
Phase subtotal			1,115.00

Phase 6 - Telemetry System Improvements

	Cost Amount	Multiplier	Billed Amount
Conley Engineering, Inc.	3,552.25	1.07	3,800.91
Subtotal	3,552.25		3,800.91
Phase subtotal			3,800.91

Invoice total 4,915.91

HUIBREGTSE, LOUMAN ASSOCIATES., INC.

Jeffrey T. Louman, PE
 President

PHASE 1 - ENVIRONMENTAL COMPLIANCE

Contract Amount: \$10,000.00
Total Amount Billed to Date: \$8,974.70
Contract Balance Remaining: \$1,025.30

PHASE 2 - PROJECT ADMINISTRATION

Contract Amount: \$10,000.00
Total Amount Billed to Date: \$9,928.97
Contract Balance Remaining: \$71.03

PHASE 3 - EASEMENT ACQUISITION ASSISTANCE

Contract Amount: \$5,000.00
Total Amount Billed to Date: \$3,987.25
Contract Balance Remaining: \$1,012.75

PHASE 6 - TELEMETRY SYSTEM IMPROVEMENTS

Addendum No. 1 Contract Amount: \$12,300.00
Total Amount Billed to Date: \$12,287.75
Contract Balance Remaining: \$12.25



Huibregtse, Louman Associates, Inc.
 2803 River Road
 Yakima, WA 98902

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 13109C-005
 Date 05/01/2015

Project **13109C Prosser - Zone 2.5 Water Supply
 Improvements - Construction Services**

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering Services in connection with the Zone 2.5 Water Supply Improvements project, for services during construction, per your request, for services performed April 1 through April 30, 2015.

Invoice total 0.00

Invoice Summary

Description	Contract Amount	Total Billed	Remaining
Phase 5 - Services During Construction	92,500.00	92,499.48	0.52
Total	92,500.00	92,499.48	0.52

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

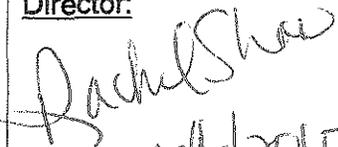
Jeffrey T. Louman, PE
 President

NOTE: As of April 30th, 2015, we have exceeded the contract amount and we have not invoiced \$13,038.97.

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of a Service Agreement Between the City of Prosser and iCompass Technologies Inc., for a Records Management and Automated Agenda Solution.		Meeting Date: June 9, 2015 Regular Meeting	
Department: City Clerk	Director: Rachel Shaw	Contact Person: Rachel Shaw	Phone Number: (509) 786-8218
Cost of Proposal: \$11,900 annually		Account Number:	
Amount Budgeted: General Fund (001) = \$6,250 Street Fund (102) = \$6,250 Water Fund (403) = \$6,250 Sewer Fund (407) = \$6,250 Total Budget \$25,000		Name and Fund# General Fund (001) Street Fund (102) Water Fund (403) Sewer Fund (407)	
Reviewed by Finance Department:			
<i>Tog</i>			
Attachments to Agenda Packet Item:			
1. Agreement			
Summary Statement:			
At the June 2, 2015 City Council Work Session, staff briefed Council on a request to enter into a Service Agreement with iCompass Technologies, Inc., to acquire a cloud-based Records and Meeting Management Solution. As Council heard at that meeting, this system will enable staff to automate the internal business processes used to prepare, track, modify, approve/disapprove and monitor the progress of individual agenda items for City Council meeting agenda packets, as well as manage records.			
As discussed staff is asking Council to approve the attached Service Agreement.			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion:			
Approve the Service Agreement Between the City of Prosser and iCompass Technologies Inc., for a Records Management and Automated Agenda Solution and Authorize the Mayor to sign Contract Documents.			

<u>Reviewed by Department Director:</u>  Date: 6/4/2015	<u>Reviewed by City Attorney:</u>  Date: 6/4/15	<u>Approved by Mayor:</u>  Date: 6-4-15
<u>Today's Date:</u> June 3, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



iCompass Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the 30th day of June 2015 (the "Effective Date"), between iCompass Technologies Inc. ("iCompass") and City of Prosser, with an address at 601 – 7th Street, Prosser, WA, 99350 (the "Customer").

1.0 Services.

- 1.1 **Provision of Services.** Customer's and Customer's end-users ("End Users") may access and use the services described in Section 9.0 of this Agreement and any other services that may be ordered by the Customer from time to time pursuant to a valid subscription (the "Services") in accordance with the terms of this Agreement.
- 1.2 **Facilities and Data Processing.** iCompass will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer in connection with the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.3 **Modifications to the Services.** iCompass may update the Services from time to time. If iCompass updates the Services in a manner that materially improves functionality, iCompass will inform the Customer.

2.0 Customer Obligations.

- 2.1 **Customer Administration of the Services.** Customer may specify End Users as "Administrators". Administrators have the ability to monitor, restrict, or terminate access to Services. iCompass' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 **Compliance.** Customer is responsible for use of the Services by its End Users. Customer will obtain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow iCompass to provide the Services. Customer will comply with laws and regulations applicable to customer's use of Services, if any.
- 2.3 **Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. Customer will promptly notify iCompass of any unauthorized use of or access to the Services.
- 2.4 **Restricted Uses.** Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so.
- 2.5 **Third Party Requests.**
 - 2.5.1 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - 2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact iCompass only if it cannot obtain such information despite diligent efforts.
 - 2.5.3 iCompass will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of iCompass' receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then iCompass may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

- 3.1 **Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) iCompass any Intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of iCompass, iCompass trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.
- 3.2 **Suggestions.** iCompass may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sublicense, any feedback, comments, or suggestions Customer or End Users send iCompass or post in iCompass' online forums without any obligation to Customer.
- 3.3 **Confidential Information.** Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of iCompass, or except as required by law, any Confidential Information of iCompass, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of iCompass.

iCompass Technologies Inc.
www.icompassstech.com
Toll Free: 1-800-260-7409

Canadian Office:
Suite 300-150 Victoria St
Kamloops, BC V2C 1Z7

U.S. Office:
801 2nd Ave, Ste 800, PMB 8039
Seattle, WA, 98104



4.0 Fees & Payment.

4.1 Fees.

- 4.1.1 Customer will pay iCompass for all applicable fees upfront annually.
- 4.1.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.
- 4.1.3 Customer acknowledges that while it may choose to delay the implementation of the Services, this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.
- 4.1.4 iCompass reserves the right to request an increase to the annual fees, as listed, on an annual basis. Increases will be the larger of the 12-Month Consumer Price Index (not seasonally adjusted), as published by the United States Department of Labor, or five (5) percent.

4.2 **Taxes.** Customer is responsible for all taxes. iCompass will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide iCompass with an official tax receipt or other appropriate documentation.

4.3 **Purchase Orders.** If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

5.1 **Term.** The initial term of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term.

5.2 **Termination for Breach.** If, for any reason during the first 6 months after purchase, the Customer is dissatisfied with the Services or the implementation or other professional services provided by iCompass, all funds paid under this Agreement will be refunded and future commitments waived. Following the first 6 months, either party may terminate this Agreement, at its option, with 45 days' written notice.

5.3 **Effects of Termination.** If this Agreement terminates: (i) the rights granted by iCompass to Customer will cease immediately (except as set forth in this section); (ii) iCompass may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, iCompass may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.3 (Effects of Termination), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

6.1 **By Customer.** Customer will indemnify, defend, and hold harmless iCompass from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against iCompass regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.

6.2 **By iCompass.** iCompass will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on allegations that iCompass' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will iCompass have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by iCompass and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

6.3 **Possible Infringement.** If iCompass believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then iCompass may (i) obtain the right for Customer, at iCompass' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If iCompass does not believe the options described in this section are reasonable then iCompass may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

6.4 **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are iCompass' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 Exclusion of Warranties; Limitation of Liability.

7.1 **Exclusion of Warranties.** Except as explicitly set forth in this Agreement, iCompass makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services.

iCompass does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services.



- 7.2 **Limitation on Indirect Liability.** To the fullest extent permitted by law, except for iCompass and Customer's indemnification obligations hereunder, neither Customer nor iCompass and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.
- 7.3 **Limitation on Amount of Liability.** To the fullest extent permitted by law, iCompass' aggregate liability under this Agreement will not exceed the amount paid by Customer to iCompass hereunder during the twelve months prior to the event giving rise to liability.

8.0 Miscellaneous.

- 8.1 **Terms Modification.** iCompass may wish to revise this Agreement from time to time. If a revision, in iCompass' sole discretion, is material, iCompass will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 45 days of receiving notice of the change.
- 8.2 **Entire Agreement.** The Agreement including the invoice and order form provided by iCompass, constitutes the entire agreement between Customer and iCompass with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.
- 8.3 **Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Washington.
- 8.4 **Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 **Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 **Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of iCompass. iCompass may not assign this Agreement without providing notice to Customer, except iCompass may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
- 8.7 **Force Majeure.** Except for payment obligations, neither iCompass nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and internet disturbance).

9.0 Services.

- 9.1 iCompass shall provide the following Services to the Customer for the Fees indicated:

Service	Annual Fee
Meeting Manager Pro (MMP) & Record Manager (RM)	\$11,900.00

- 9.2 **Storage.** Unlimited meeting related content and up to 50GB of storage for non-meeting related content is included in the fees set out in this Agreement. Additional storage can be purchased as required.

IN WITNESS WHEREOF iCompass and the Customer have executed this Agreement as of the Effective Date.

City of Prosser by its authorized signatory: <hr/> Name: Paul Warden Title: Mayor Date: Billing Contact: Billing's Email:	iCompass Technologies Inc. by its authorized signatory: <hr/> Name: Rob Wycherley Title: Director of Finance & Corporate Administration Date: Account Executive: Leon Rogers Account Executive's Email: lr Rogers@icompassstech.com
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City of Prosser by its authorized signatory: <hr/> Name: Rachel Shaw Title: City Clerk Date:	
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iCompass Technologies Inc.
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**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL SPECIAL MEETING
TUESDAY, APRIL 7, 2015**

CALL TO ORDER

Mayor Warden called the Special Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Council Members Taylor, Everett, Ward, Becken, and Elder were present. Council Members Aubrey and Hamilton requested an excused absence.

Others in attendance were City Clerk Shaw, Finance Director Yost, Police Chief Giles, and City Attorney Saxton.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Becken commented on the funeral services of Dr. Field.

Council Member Ward reported on the Prosser Economic Development Association's Housing Subcommittee that he recently attended.

City Street Bond Presentation

Mr. Nabil Shawa, City Manager and Mayor Jerry Cummins of the City of Walla Walla provided a power point presentation regarding their experience with a city street bond in the City of Walla Walla. Mr. Shawa discussed citizen feedback and survey results as well as project successes and failures. Additionally there was discussion regarding public outreach efforts, citizen task force and street committee, fiscal impacts the City's Transportation Benefit District and upcoming projects.

Council thanked both Mr. Shawa and Mayor Cummins for the presentation.

COUNCIL DISCUSSION

[Clerk's Note: Agenda Item 5e was moved to the beginning of the Council discussion items to accommodate listeners in the audience.]

Rental Inspection Fees Resolution and PMC 15.30 Amendment

Mayor Warden introduced the item and discussed the proposed amendments to Prosser Municipal Code (PMC) 15.30 related to the Rental License Program. Council reviewed the changes and confirmed they were as Council had previously directed staff to make. Council directed staff to bring back the final version of the ordinance to a future City Council meeting for consideration and possible action.

Village Park Cost Sharing Agreement

Mayor Warden introduced the discussion item and advised the proposed Agreement with the Village Park Home Owners Association will allow the City to remove some of the trees along Wamba Road and Old Inland Empire, bordering Village Park subdivision. There was discussion regarding the process for Request for Quotes (RFQ) that Public Works Director DaCorsi sent out to potential bidders and the status of those bids. Discussion ensued regarding the Street Fund and the need to conduct a budget amendment at a future meeting. Council agreed with the language in the agreement and directed staff to bring the item back to a future City Council meeting for consideration and possible action.

Reserve Officer Compensation

Mayor Warden introduced the discussion item and advised the Police Department would like to compensate the City's Reserve Officers for their volunteer service. Council inquired of Police Chief Giles how the Reserve program worked including hours of service and the number of Reserve Officers on staff. Chief Giles explained the Reserve program and advised the next steps if Council approved was to send the proposed ordinance to the Department of Labor for their review and approval. Council agreed and directed staff to forward the ordinance to the Department of Labor as discussed.

Administrative Policies Procedures

Mayor Warden introduced the discussion item and City Attorney Saxton explained the history behind the recommended proposal. There was discussion about the process of adopting an Administrative Policy and the differences between an Administrative Policy and the Personnel Policy.

Council Member Ward expressed his concern with the term "Executive Orders" in Section 1C of the ordinance and further stated he would like Council Members Aubrey and Hamilton to be present for any further discussion on this item.

Council directed staff to make changes to Section 1C as discussed and bring back the amended ordinance to the regularly scheduled May Work Session for further discussion and consideration.

West Benton Regional Fire Authority (WBRFA) Interlocal Agreement

Mayor Warden introduced the discussion item and further explained the proposed Interlocal Agreement was prepared to support services provided to the City and WBRFA cooperatively. The Agreement will allow the WBRFA to utilize the City's vendor roster. Council agreed with the terms of the agreement and directed staff to bring back to a future City Council meeting for further discussion.

EXECUTIVE SESSION

At 8:16 p.m., Mayor Warden recessed the Special Meeting of the Prosser City Council to conduct an Executive Session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or

financial consequence to the agency. The Executive Session was expected to last for 15 minutes and was to include Mayor and Council Members, City Clerk, Finance Director, and City Attorney.

At 8:31 p.m., Mayor Warden reconvened the Special Meeting of the Prosser City Council and stated no action occurred.

COUNCIL ACTION

APPROVAL OF SETTLEMENT AGREEMENT

A motion was made by Council Member Taylor, seconded by Council Member Ward to approve a Settlement Agreement. Motion passed 5 YES, 0 NO, 2 ABSENT (Aubrey, Hamilton).

ADJOURNMENT

There being no further business before the City Council at this time, the Special Meeting of the Prosser City Council was adjourned at 8:32 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 14, 2015**

CALL TO ORDER

Mayor Warden called the Regular Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Council Members Taylor, Hamilton, Everett, Ward, Becken, and Elder were present. Council Member Aubrey had requested an excused absence.

Others in attendance were City Clerk Shaw, Finance Director Yost, Police Chief Giles, and City Attorney Saxton.

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Mayor Warden provided Council with an informational flyer from Association of Washington Cities (AWC) for an upcoming meeting and asked if any Members of Council wanted to attend to contact City Clerk Shaw to RSVP.

Mayor Warden also passed out an invite for an upcoming Community Involvement Action (CIA) Coalition meeting scheduled for Monday, April 27, 2015.

Mayor Warden advised the Council that the Prosser Library will be holding a grand re-opening celebration and ribbon cutting scheduled for Saturday, May 2, 2015.

CONSENT AGENDA

A motion was made by Council Member Becken, seconded by Council Member Taylor to approve Consent Agenda Items "A – I." Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

- a) Approve Payment of Payroll Check Nos. 600330 through 600340 in the amount of \$16,490.73 and Direct Deposits in the Amount of \$106,136.54, for the Period Ending March 31, 2015
- b) Approve Payment of Claim Checks Nos. 12145 through 12154 and 12156 through 12259, in the Amount of \$543,941.17 and Electronic Payments in the Amount of \$65,933.09 for the Period Ending April 14, 2015
- c) Approve the 2014 Annual Street Report for the Washington State Department of Transportation

- d) Adopt Resolution 15-1478 Providing for Officials Who Are Authorized to Sign Warrants for Payments, Checks, Drafts, Notes, and Other Payables
- e) Adopt Resolution 15-1479 Surplusing City of Prosser Property
- f) Adopt Resolution 15-1480 Approving an Intergovernmental Cooperative Purchasing/Procurement Agreement with King County Director's Association and Authorize the Mayor to Sign the Agreement
- g) Adopt Resolution 15-1481 Approving an Agreement with Prosser Piranhas Swim Team Regarding the Use of the Prosser Aquatic Center and Authorize the Mayor to Sign the Agreement
- h) Adopt Resolution 15-1482 Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency) and Authorize the Mayor to Sign the Agreement
- i) Approve January 27, 2015 Meeting Minutes

COUNCIL ACTION

APPROVAL OF CLAIM CHECKS

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Taylor, seconded by Council Member Ward to approve payment of claim check nos. 12155, 12260, and 12261 in the amount of \$98,081.35 for the period ending April 14, 2015. Motion passed 5 YES, 0 NO, 1 ABSENT (Aubrey), 1 ABSENTION (Hamilton).

CONSIDERATION OF LOCAL AGENCY SUPPLEMENTAL AGREEMENT RELATED TO THE OIE IMPROVEMENTS PROJECT

A motion was made by Council Member Taylor, seconded by Council Member Ward to approve the Local Agency Supplemental Agreement to extend the completion date for the Old Inland Empire Highway Improvements STP Project and authorize the Mayor to sign the documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

CONSIDERATION OF ORDINANCE REGARDING THE 2015 BUDGET

A motion was made by Council Member Everett, seconded by Council Member Taylor, to adopt Ordinance No. 15-2926 amending the 2015 Budget for Fund 105, Small Projects Fund and for Fund 115, General Fund Reserve. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

CONSIDERATION OF ORDINANCE REGARDING THE CITY'S ENERGY EFFICIENCY IMPROVEMENT PROJECT AND GRANT AWARD

A motion was made by Council Member Everett, seconded by Council Member Taylor, to adopt Ordinance No. 15-2927 regarding an Interagency Agreement with the Washington State Department of Commerce for the Prosser Energy Efficiency Improvement Project authorizing the Mayor to sign the contract documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

CONSIDERATION OF THREE AGREEMENTS RELATED TO THE STP AND TAP FEDERAL AID PROJECT FUNDS

A motion was made by Council Member Becken, seconded by Council Member Everett, to approve the agreements for Certification Acceptance Services between the City of Prosser and Benton County Public Works for the administration of the City's STP and TAP Federal Aid Project Funds and authorize the Mayor to sign the documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

CONSIDERATION OF AMENDMENT NO. 1 TO REAL ESTATE PURCHASE AND SALE AGREEMENT

A motion was made by Council Member Taylor, seconded by Council Member Becken, to approve Amendment No. 1 to the Real Estate Purchase and Sale Agreement between the City of Prosser and Ethel Heard and authorize the Mayor to sign the documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Aubrey).

ADD ON ITEM

Budget Amendment, North Prosser Project

Finance Director Yost advised the Council of a time sensitive budget amendment related to the North Prosser Project. Mrs. Yost provided and hand-out and explained that the ordinance needed to be introduced to Council prior to them taking action. Council had no concerns and directed staff to bring the item back for Council consideration and potential action at the next regular City Council meeting.

MAYOR AND COUNCIL REPORTS AND COMMENTS CONTINUED

Council Member Becken inquired about the property owned by the Hoskins located on Sheridan Avenue. There was discussion regarding the status of the abatement and the concern for the overall degradation of the property.

Mayor Warden said he would look into it and report back to Council with his findings.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 7:21 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 28, 2015**

CALL TO ORDER

Mayor Warden called the Regular Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Council Members Aubrey, Taylor, Hamilton, Everett, Ward, Becken, and Elder were present.

Others in attendance were Finance Director Yost, Police Chief Giles, and City Attorney Saxton.

CITIZEN PARTICIPATION

[Clerk's Note: The citizen comment portion of the agenda was moved to accommodate citizens in attendance to speak on Council Action Item 7d.]

MAYOR AND COUNCIL REPORTS AND COMMENTS

Mayor Warden advised he recently attend an Emergency Management Training and will be distributing information to Council regarding their role in the event of an emergency.

Council Member Becken reported the Farmer's Market will be opening for the season on Saturday, May 2, 2015. The Prosser Library grand re-opening ceremony will also be happening on Saturday as well as the City-wide yard sale at the Depot parking lot.

Grant Writer Quarterly Report

Mrs. Sue Jetter, Grant Writer provided a hand-out and discussed the highlights of the First Quarter Report noting the status of current grant applications including the City Park Restroom remodel project.

Council thanked Mrs. Jetter for her report and contributions.

Prosser EDA Quarterly Report

Mrs. Deb Heintz, Executive Director provided an overview the highlights from the First Quarter Report and discussed the recent Annual Banquet and advised of plans of a tour with Representative Dan Newhouse.

Council thanked Mrs. Jetter for her report and contributions.

Police Department 4th Quarter Report

Chief Giles provided a high level overview of the highlights from the Fourth Quarter Police Department Report. Chief Giles spoke of the recent resignation of one officer and appointment of two new officers.

CONSENT AGENDA

A motion was made by Council Member Taylor, seconded by Council Member Becken to approve Consent Agenda Items "A – J." Motion passed 7 YES, 0 NO, 0 ABSENT.

- a) Approve Payment of Payroll Check Nos. 600341 through 600344 in the amount of \$2,958,08 and Direct Deposits in the Amount of \$15,492.65, for the Period Ending April 15, 2015
- b) Approve Payment of Claim Checks Nos. 12262 through 12320 in the Amount of \$279,862.59 and Electronic Payments in the Amount of \$19,636.09 for the Period Ending April 28, 2015
- c) Approve the March 2015 Financial Statement
- d) Adopt Resolution 15-1483 Surplusing City of Prosser Property
- e) Adopt Resolution 15-1484 Approving the Interlocal Agreement Regarding Use of Public Facilities between the City of Prosser and the Prosser School District, #116, and Authorize the Mayor to Sign the Documents
- f) Approve the Mid-Valley Championships Event as Proposed
- g) Approve Progress Bill No. 10 in the Amount of \$6,235.46 for Work Performed by HLA, Inc., through March 31, 2015, for Preliminary Engineering and Design of the Old Inland Empire Highway Improvements Project and Authorize the Mayor to Sign the Agreement
- h) Approve Progress Bill No. 4 in the Amount of \$2,040.48 for Work Performed by HLA, Inc., through March 31, 2015, for Preliminary Engineering and Design of the Old Inland Empire Highway Improvements Phase 2 Project and Authorize the Mayor to Sign the Agreement
- i) Approve Progress Bill No. 4 in the Amount of \$300.14 for Work Performed by HLA, Inc., through March 31, 2015, for Preliminary Engineering and Design of the 7th Street ADA Sidewalk Ramp Improvements Project and Authorize the Mayor to Sign the Agreement
- j) Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher No. 14 in the Amount of \$154,402.63 for the Zone 2.5 Water Supply Improvements Project and Authorize the Mayor to Sign the Agreement

COUNCIL ACTION

APPROVAL OF CLAIM CHECKS

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Taylor, seconded by Council Member Ward to approve payment of claim check no. 12321, in the amount of \$172.00 for the period ending April 28, 2015. Motion passed 6 YES, 0 NO, 0 ABSENT, 1 ABSENTION (Hamilton).

CONSIDERATION OF ORDINANCE CLOSING FUND 606 (LIBRARY MEMORIAL FUND)

A motion was made by Council Member Everett, seconded by Council Member Elder, to adopt Ordinance No. 15-2928 closing Library Memorial Fund 606 and allowing for the transfer of the remaining balance to the general fund. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSIDERATION OF ORDINANCE AMENDING THE 2015 BUDGET

A motion was made by Council Member Everett, seconded by Council Member Taylor, to adopt Ordinance No. 15-2929 amending the 2015 Budget for Water Fund 403. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSIDERATION OF RESOLUTION AND ORDINANCE RELATED TO PROSSER MUNICIPAL CODE CHAPTER 15.30, RENTAL LICENSES AND FEES

Kit Watson, Prosser resident, indicated that he is a property owner and expressed his dislike for PMC 15.30 related to Rental Licenses. Mr. Watson further stated that his tenants feel violated and intruded upon and encouraged the Council to repeal the code.

A motion was made by Council Member Hamilton, seconded by Council Member Becken, to direct staff to prepare an ordinance repealing Prosser Municipal Code 15.30.

There was discussion amongst Council regarding future impacts if the code was repealed.

The Council then heard from Kurt Still, Prosser resident who stated he feels that the code is a violation of privacy and would be better if it was a volunteer program rather than a requirement.

A motion was made by Council Member Everett, seconded by Council Member Taylor, to adopt Resolution No. 15-1485 updating fees for rental licenses and inspections. Motion passed 5 YES, 2 NO (Hamilton, Becken), 0 ABSENT.

A motion was made by Council Member Everett, seconded by Council Member Taylor to adopt Ordinance No. 15-2930 amending PMC Chapter 15.30. Motion passed 5 YES, 2 NO (Hamilton, Becken), 0 ABSENT.

EXECUTIVE SESSION

At 7:57 p.m., Mayor Warden recessed the Regular Meeting of the Prosser City Council to conduct an Executive Session pursuant to RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increase price. The Executive Session was expected to

last for 5 minutes and was to include Mayor and Council Members, Police Chief, Finance Director, and City Attorney.

At 8:02 p.m., Finance Director Yost stated an additional 5 minutes was needed.

At 8:07 p.m., Finance Director Yost stated an additional 5 minutes was needed.

At 8:12 p.m., Mayor Warden reconvened the Regular Meeting of the Prosser City Council and stated no action occurred.

COUNCIL DISCUSSION

Council Member Ward stated the need for a simpler process for resolving the issue of barking dogs. Mayor Warden would be working with staff to review and expedite the process.

Council Member Hamilton addressed the results of the newsletter survey regarding RV's within city limits and stated he would like to see this issue handled on more of a case by case basis.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:30 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL WORK SESSION
TUESDAY, MAY 5, 2015**

CALL TO ORDER

Mayor Warden called the Work Session of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Prosser Heights Elementary “Kids that Care” award recipient Jaden Peters.

ROLL CALL

Council Members Aubrey, Taylor, Hamilton, Everett, Ward, and Elder were present. Council Member Becken requested an excused absence.

Others in attendance were City Clerk Shaw, Finance Director Yost, City Planner Zetz, and City Attorney Saxton.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Members Aubrey and Taylor as well as Mayor Warden all provided positive comments about the grand re-opening of the Prosser Library.

Proclamation – Older Americans Month

Mayor Warden read aloud a proclamation declaring the month of May 2015 as “Older Americans Month.”

Proclamation – Municipal Clerk’s Week

Mayor Warden read aloud a proclamation recognizing the week of May 3rd through May 9, 2015, as Municipal Clerks Week and extending appreciation to City of Prosser Clerk Rachel Shaw and to all Municipal Clerks for the vital services they perform for their communities.

City Clerk Shaw thanked Mayor Warden and Council for their kind comments and recognition.

COUNCIL DISCUSSION

Ordinance for 2015 Budget Street Fund (102) Amendment

Finance Director Yost introduced the proposed budget amendment related to Street Fund 102. Council discussed the Village Park street project related to this item. Council directed staff to prepare the final version of the ordinance and bring it back for consideration at the next City Council meeting.

Ordinance Adoption Procedures for Administrative Policies

City Clerk Shaw provided Council with a redlined version of the proposed ordinance related to Administrative Policies so that Council could identify the changes staff had made.

Council Member Ward inquired about the need for Section 1C of the ordinance related to “Executive Orders.”

City Attorney Saxton said that language does not need to be included and could be removed.

Council agreed with the removal of Section 1C of the ordinance and directed staff to bring the ordinance back for consideration and potential action at the next City Council meeting.

Ordinance Amendments to Special Event Permit

City Attorney Saxton provided an overview of the amendments made to the Special Event Permit ordinance which Council discussed.

Council Member Everett stated that he used to receive notification of City Park events being that he lives close to the park and has noticed in recent years he does not get that same notification.

City Attorney Saxton explained how the previous ordinance outlined the notification process compared to the new requirements.

Council Member Hamilton stated his concern was with making sure that the Police Department is made aware of all the special events.

Council agreed with the proposed amendments and directed staff to bring the ordinance back to the next City Council meeting for consideration and potential action.

Large Vehicle and RV Parking and Storage

City Planner Zetz introduced the Large Vehicle and RV Parking and Storage item and advised that after the Council packet was compiled, four additional surveys were received by the City.

Council Member Hamilton stated that RV’s should not be allowed to park on city streets and further offered that every complaint the City receives regarding the parking of RV’s, needs to be evaluated individually. If the RV is not an eye sore or causes a site-distance issue than the owner should be allowed to park the RV on their property. He further stated that he would not support the misuse of authority on personal property. The City does not need any more new laws we need to enforce the ones we have.

There was discussion regarding the property setbacks and aesthetics of the residential areas.

Council Member Aubrey said there are several properties throughout the community that do not have 20 feet of setback area to park their RV’s and therefore causes a hardship for those property owners.

Council Member Taylor said there needs to be a variance procedure included in the ordinance.

City Attorney Saxton said that topic was discussed at the Planning Commission and they decided against it. The problem with a variance is that an RV is a mobile unit, not a permanent structure.

Council Member Hamilton said it would be more reasonable to change the setbacks from 20 feet to 15 feet.

Council Member Aubrey echoed Council Member Hamilton's comments.

Council directed staff to go around town and gather pictures and measurements of what the current 20 foot setbacks compared to 15 foot setbacks would look like and bring back options to Council at a future meeting for further discussion.

Karen Rumsey, Prosser resident, submitted to City Clerk Shaw a four page petition signed by Prosser residents in favor of amending PMC Section 18.60.070 to allow RV parking.

EXECUTIVE SESSION

At 8:13 p.m., Mayor Warden recessed the Work Session of the Prosser City Council to conduct an Executive Session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The Executive Session was expected to last for 5 minutes and was to include Mayor and Council Members, City Clerk, Finance Director, and City Attorney.

At 8:18 p.m., Mayor Warden reconvened the Work Session of the Prosser City Council and stated no action occurred.

ADJOURNMENT

There being no further business before the City Council at this time, the Work Session of the Prosser City Council was adjourned at 8:19 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim Check no. 12489 and 12552 in the amount of \$66,026.64 for the period ending June 9, 2015		Meeting Date: June 9, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$66,026.64		Account Number: See Attached	
Amount Budgeted: See 2015 budget for each item listed.		Name and Fund# See Attached	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: 1. Check Register # 12489 and 12552			
Summary Statement: Approve payment of claim check no. 12489 and 12552 in the amount of \$66,026.64 for the period ending June 9, 2015.			
Consistent with or Comparison to: City's policy to pay bills in a timely manner.			
Recommended City Council Action/Suggested Motion: Approve payment of claim Approve payment of claim check no. 12489 and 12552 in the amount of \$66,026.64 for the period ending June 9, 2015			
Reviewed by Department Director:  Date: 6/3/15	Reviewed by City Attorney: N/A Date:	Approved by Mayor:  Date: 6-4-15	
Today's Date:	Revision Number/Date:	File Name and Path:	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

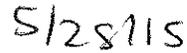
05/29/2015 To: 05/29/2015

Time: 16:37:58 Date: 05/27/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3487	05/29/2015	Payroll	1	12489	Washington Teamsters Welfare	66,015.22	05/01/2015 To 05/31/2015 - WTWT
		001 General Fund				45,060.76	
		102 Street Fund				3,117.92	
		117 Employee Benefits Security				1,921.20	
		403 Water Fund				9,118.05	
		407 Sewer Fund				6,701.31	
		448 Garbage Fund				95.98	
						<u>66,015.22</u>	Payroll: 66,015.22



Signature



Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

06/01/2015 To: 06/30/2015

Time: 11:02:54 Date: 06/09/2015
Page: 1

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3674 06/09/2015	Claims	1	12552	Gerald Sherman	11.42	LEOFF 1 Reimbursement
		117 - 517 91 20 001 - Personnel Benefits			11.42	LEOFF 1 Reimbursement
		117 Employee Benefits Security			11.42	
					<u>11.42</u>	Claims: 11.42
					11.42	

Elin Law

Signature

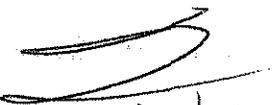
6/8/15

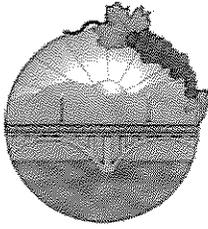
Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of action which would waive the assignment of the 5% late fee for the month of June 2015.		Meeting Date: June 9, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal:		Account Number:	
Amount Budgeted:		Name and Fund#:	
Reviewed by Finance Department: <p align="center">TJY</p>			
Attachments to Agenda Packet Item:			
1. Press Release			
Summary Statement:			
<p>The City contracts with the Washington State Department of Printing to print, process, and mail utility statements and newsletters. As you are aware, the State made a mistake when processing utility statements this month. Unfortunately, instead of printing and processing the file provided they re-printed the previous month's statements and mailed those in error. Once city staff found the problem, we made contact with the State Department of Printing so they could print and mail the correct statements, along with a brief explanation and apology, at no cost to the City. Additionally, staff worked to notify the public of the error by preparing a press release, posting notices in the office and on social media.</p> <p>Subsequently, we are asking Council to consider waiving, for this month only, the 5% late fee assessed to utility account balances which would occur on the 21st of this month (PMC 13.10.150). Although many customers may receive and make payment of the correct billing amount, we have received many payments based upon the first statement received. In some cases this leaves a balance owing and, if action is not taken, would result in the addition of late fees. Staff recommends that Council allow for this one time waiver because the error was not as a result of the customer's inaction or otherwise and therefore the late fee is unwarranted.</p>			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion:			
Allow for the waiver of late fee pursuant to PMC 13.10.150 (C) for the month of June 2015 due to utility bill mailing errors by the State of Washington Department of Printing.			

<u>Reviewed by Department Director:</u>  Date: 6/3/15	<u>Reviewed by City Attorney:</u>  Date: 6/3/15	<u>Approved by Mayor:</u>  Date: 6-4-15
<u>Today's Date:</u> June 2, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



City of Prosser
601 7th Street
Prosser, WA 99350

**PRESS RELEASE
FOR IMMEDIATE RELEASE**

June 1, 2015

Media Contact:
Toni Yost, Finance Director
(509) 786-2332
tyost@cityofprosser.com

Utility Bill Printing Error

The City of Prosser contracts with the Washington State Department of Printing to print, process and mail the monthly utility bill and newsletter. Unfortunately, this month an error occurred in the State's process which resulted in the re-printing of last month's utility bill.

The State of Washington is immediately issuing a corrected statement to each utility customer at no charge to the City of Prosser along with a short explanation and apology.

Customers can expect to receive their corrected statement by Friday, June 5th, 2015. Customers can also call the City of Prosser at 509-786-2332 to receive their correct account balance or can review their account activity by logging into or creating an Xpress Bill Payment account.

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CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of Cost Sharing Agreement for Tree Removal with the Village Park Prosser Homeowners Association.		Meeting Date: June 9, 2015 Regular Meeting	
Department: Administration	Director: Paul Warden	Contact Person: Paul Warden	Phone Number: (509) 786-2332
Cost of Proposal: \$55,000		Account Number:	
Amount Budgeted: General Fund (001) = \$28,245 (via transfer to Street Fund 102) Street Fund (102) = \$11,755 Village Park Homeowners Association = \$15,000 TOTAL \$55,000		Name and Fund# General Fund (001) Street Fund (102)	
Reviewed by Finance Department: Addressed in budget amendment 15-2934 approved by Council on May 27 th 			
Attachments to Agenda Packet Item: 1. Cost Sharing Agreement			
Summary Statement: It was brought to the attention of the City that trees growing in the right-of-way along the east side of Wamba Road and along the north side of OIE, near the Village Park Subdivision, were becoming an issue. As you are aware and as we discussed during the budget process, these trees are causing the sidewalks surrounding the Village Park Subdivision to uplift and is creating a hazard and nuisance. Historically, the City has worked with adjacent homeowners to remedy similar situations including sharing in the cost of repair when the the cost was not feasible for the property owner to pay. Given the size scope of this work the cost of the repairs would place a significant economic hardship on the homeowners in this area. In the spirit of working together with the City the Home Owners Association has dedicated \$15,000 to support this project which leaves the remaining appropriated balance of \$40,000 to be funded by the City. The attached agreement with the Village Park Prosser Homeowner's Association (Association) will allow the City to arrange for removal of the trees along Wamba and OIE boarding the Village Park Subdivision and provides for contribution of \$15,000 by the Association.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL.			

Recommended City Council Action/Suggested Motion:

Approve Cost Sharing Agreement for tree removal with Village Park Home Owners Association and Authorize the Mayor to Sign the Agreement.

<u>Reviewed by Department Director:</u>  Date: 6-4-15	<u>Reviewed by City Attorney:</u>  Date: 6/3/15	<u>Approved by Mayor:</u>  Date: 6-4-15
<u>Today's Date:</u> June 3, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

After recording return to:

1. Document Title: Cost Sharing Agreement
2. Reference Numbers of Documents Assigned or Released: n/a
3. Grantors: Village Park - Prosser Homeowners Association
4. Grantees: City of Prosser, Washington
5. Legal Description: Subdivision right-of-way along the east side of Wamba Road and the north side of OIE
6. Parcel Numbers: N/A

COST SHARING AGREEMENT

This Cost Sharing Agreement ("Agreement") is dated as of the ____ day of _____, 2015 (the "Effective Date"), by and among the CITY OF PROSSER, a municipal corporation of the State of Washington (hereinafter "City"), and Village Park Prosser Homeowners Association, as Washington State Nonprofit Corporation (hereinafter "Association"). The City and Association are each hereinafter referred to as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, Association owns trees in the City's right-of-way along the east side of Wamba Road and along the north side of OIE; and

WHEREAS, Association's trees are causing the sidewalks surrounding the Empire Subdivision to uplift; and

WHEREAS, the majority of homeowners in the Empire Subdivision are poor and cannot afford to remove the trees in order to prevent further sidewalk damage nor can they afford to replace the uplifted sidewalks; and

WHEREAS, City and the adjacent homeowner typical share the cost of repairing defective sidewalks; and

WHEREAS, both Parties agree that the best way to protect each Party regarding the condition of the sidewalks surrounding the Empire Subdivision is to remove the trees surrounding the Empire Subdivision; and

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The City agrees to pay for and remove the trees surrounding the Empire Subdivision shown on Exhibit "A" attached hereto and incorporated herein as if fully set forth on or before December 31, 2015. The Parties acknowledge and agree that the City will hire a contractor to remove the trees. The parties further acknowledge that the budget for the removal of the trees is \$63,649.00 which included the contribution from the Association. In the event that the Contractor's bid exceeds \$63,649.00, then only a portion of the trees will be removed.

Nothing in this paragraph shall be interpreted to prevent the City from agreeing to change orders to account for unanticipated site conditions.

2. Association will pay to the City the sum of \$15,000.00 due and payable on or before ten days after the City awards the contract to remove all or a portion of the trees.

3. Venue for any dispute shall be in the Benton County Superior Court.

4. A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within thirty (30) days after the date of the written notice that the other Party has given to the breaching Party specifying the breach shall constitute a default by a Party, unless the Party receiving such written notice disputes the alleged breach. The exercise by either Party of any one or more of the remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

5. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligation contained in this Agreement shall be binding upon the Parties and their respective successors and assigns.

6. Neither of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

7. The Parties acknowledge that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and understood the terms of the Agreement and have been given an opportunity to consult with their respective counsel prior to executing this Agreement.

8. The undersigned covenant and represent that they are fully authorized to enter into and execute this Agreement.

9. This Agreement shall not be changed or amended unless such change or amendment shall be in writing and signed by authorized representatives of both Parties.

10. Each notice, request, demand, statement or routine communication allowed or permitted by this Agreement, or any notice or communication which either Party may desire to give to the other, shall be in writing and shall be considered as delivered when (a) hand-delivered, or (b) received by the other Party by certified United States mail or reputable overnight courier addressed to the other Party at its address indicated below or at such other address as either Party may designate for itself in a notice to the other Party.

Notice addressees:

To Association:

Village Park Homeowners Association

501 Cascade Court
Prosser, WA 99350
Attn: Paul Flores
Phone: (509) 832-1477
Fax: (509) 786-7615
Email: pmflores1477@gmail.com

To City:

601 7th Street
Prosser, Washington 99350
Attn: L. J. Da Corsi
Phone: 509-786-8201
E-mail: LJDacorsi@ci.prosser.wa.us

11. This Agreement is made in the State of Washington and shall be interpreted, governed by and construed in accordance with the laws and regulations of the State of Washington, without regard to principles of conflict of laws.

12. This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement. Nothing in this Agreement shall be interpreted as restricting the City from making changes to the sidewalks or the adjacent right-of-way from which the trees are being removed.

13. No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment

thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any provision hereof shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereof. The rights and remedies provided by this Agreement shall be in addition to those rights and remedies available to the Parties in both law and equity.

14. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, development agreement, or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or otherwise bind, the other Party.

15. Nothing in this Agreement shall abridge any entity's obligations spelled out in Prosser Municipal Code 12.05.050 Street Right-of-way – Abutters Duty.

City of Prosser:

By: _____
Name: Paul Warden, Mayor

Attest/Authenticated:

Rachel Shaw, City Clerk

Approved as to Form:


Howard Saxton, City Attorney

VILLAGE PARK HOMEOWNERS
ASSOCIATION:

By: 

PAUL FLORES, PRESIDENT

EXHIBIT "A"

TREE INVENTORY & LOCATION

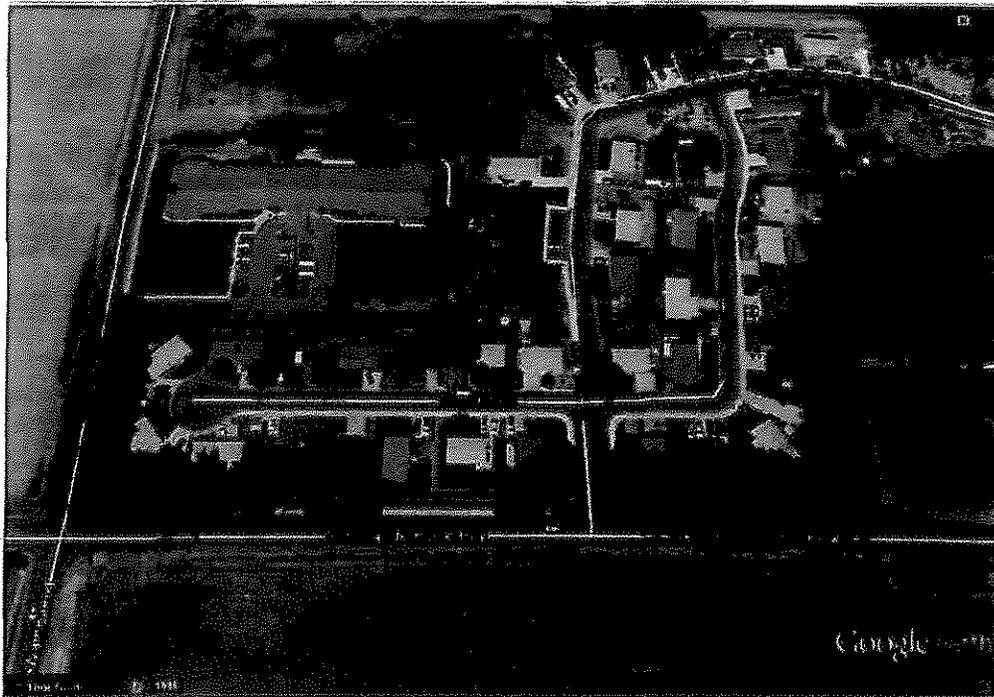
WAMBA ROAD

- 21 STANDING TREES

O.I.E. - (from sidewalk ramp east to New Gate Drive and from New Gate Dr. east to property line)

- 73 STANDING TREES

Figure 1: PROJECT LOCATION



Red Line Indicates Trees for Removal

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of action allowing for the refinancing for certain long term debt.		Meeting Date: June 9, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number:	
Amount Budgeted: \$0		Name and Fund# Water Fund (403)	
Reviewed by Finance Department: <i>TJ</i>			
Attachments to Agenda Packet Item: 1. Ordinance			
Summary Statement: City Staff have been working with Jim Nelson of D.A. Davidson & Co and Alice Osterdeik of Foster Pepper & Shelfman on the refinancing of the 1998 and 1999 Water Revenue Bonds. As you might recall the City selected the refinancing option which left the annual payments about the same but reduced the number of years remaining on the debt. This structure resulted in an estimated savings of \$787,623 The ordinance attached allows for this refinancing provided that USDA approves of the financing options.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Review and provide staff direction regarding the proposed ordinance.			
Reviewed by Department Director: <i>Toni Yost</i>	Reviewed by City Attorney: <i>NA-</i>	Approved by Mayor: <i>Pat Walker</i>	
Date: 6/4/15	Date:	Date: 4/4/2015	

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Prosser, Washington, relating to the combined water and sewerage systems comprising the waterworks utility of the City; providing for the issuance of waterworks utility revenue refunding bonds in aggregate principal amount not to exceed \$4,000,000 to provide funds to refund and redeem outstanding water and sewer revenue bonds of the City, to make a deposit to the debt service reserve account, if necessary, and to pay the costs of issuance and sale of the bonds and the administrative costs of such refunding; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Sale Terms of the sale of the bonds; and providing for other related matters.

Passed June 9, 2015

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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Exhibit A	Parameters for Sale Terms
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Exhibit C	Form of Undertaking to Provide Continuing Disclosure

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Prosser, Washington, relating to the combined water and sewerage systems comprising the waterworks utility of the City; providing for the issuance of waterworks utility revenue refunding bonds in aggregate principal amount not to exceed \$4,000,000 to provide funds to refund and redeem outstanding water and sewer revenue bonds of the City, to make a deposit to the debt service reserve account, if necessary, and to pay the costs of issuance and sale of the bonds and the administrative costs of such refunding; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Sale Terms of the sale of the bonds; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings and Determinations. The City Council of the City of Prosser, Washington (the "City") makes the findings and determinations set forth below. Capitalized terms have the meanings given in Section 2.

(a) *Outstanding Parity Bonds.* The City previously issued its Junior Lien Water and Sewer Revenue Bond, 1998 (the "1998 USDA Bond"), pursuant to Ordinance No. 98-2027 of the City, and in connection with such issuance reserved the right to issue bonds in the future on a parity of lien with the 1998 USDA Bond, if certain conditions are met at the time those bonds are issued. The prior senior lien bonds were repaid in 2013, and by Ordinance No. 15-2924, the City renamed the junior lien water and sewer revenue bonds as the Parity Bonds. The currently outstanding Parity Bonds include the 1998 USDA Bond, the 1999 USDA Bond and the 2015 USDA Bond.

(b) *Redemption of the Refunded Bonds.* The City Council finds that, upon a determination by the Designated Representative that a refunding of the 1998 USDA Bond and the 1999 USDA Bond (together, the "Refunded Bonds") pursuant to the Refunding Plan will result in a savings to the City within the parameters set forth in this ordinance, the Refunded Bonds may be refunded by the issuance of the Bonds. The City therefore authorizes and directs the Finance Officer to call the Refunded Bonds for redemption as soon as practicable on or after the Issue Date. Such call for redemption shall be irrevocable after the delivery of the Bonds to the Purchaser. The proper City officials may adjust the Redemption Date as may be necessary to accomplish the repayment of the Refunded Bonds, and those officials are authorized and directed to give or cause to be given such notice as required, at the time and in the manner required, pursuant to the Refunded Bond Ordinances in order to effect the repayment of the Refunded Bonds.

(c) *Parity Conditions to be Met.* The City Council finds that no default exists in the payment of the principal of and interest on any outstanding Parity Bonds, and that the amounts

required to have been paid into the Bond Fund for the outstanding Parity Bonds have been paid and maintained as required therein. The City Council declares that the Bonds authorized by this ordinance shall be issued to refund Parity Bonds and authorizes and directs the City's Designated Representative to take such actions as are necessary to ensure that the Parity Conditions are met and satisfied before the Bonds may be delivered to the Purchaser.

(d) *Sufficiency of Gross Revenue.* The City Council finds that the Gross Revenue and benefits to be derived from the operation and maintenance of the Waterworks Utility at the rates to be charged for services from the Waterworks Utility will be more than sufficient to meet all Maintenance and Operation Expense and to permit the setting aside into the Bond Fund out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds when due. The City Council declares that in fixing the amounts to be paid into the Bond Fund under this ordinance it has exercised due regard for Maintenance and Operation Expense and has not obligated the City to set aside and pay into the Bond Fund a greater amount of Gross Revenue than in its judgment will be available over and above such Maintenance and Operation Expense.

(e) *Issuance of Bonds.* For the purpose of carrying out the Refunding Plan and paying the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its ratepayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "1998 USDA Bond" means the Water and Sewer Revenue Bond, 1998, dated September 1, 1998, issued pursuant to Ordinance No. 98-2027.

(b) "1999 USDA Bond" means the Water and Sewer Revenue Bond, 1999, dated June 1, 1999, issued pursuant to Ordinance No. 99-2072.

(c) "2015 USDA Bond" means the Water Revenue Bond, 2015, dated February 26, 2015, issued pursuant to Ordinance No. 15-2924.

(d) "Annual Debt Service" means, for the applicable series of Parity Bonds, for any calendar year all the interest plus all principal (except principal of Term Bonds due in any Term Bond Maturity Year), and plus all mandatory redemption requirements for that calendar year, less all bond interest payable from the proceeds of any such Parity Bonds in that calendar year.

(e) "Assessment Bonds" means the original principal amount of any series of Future Parity Bonds equal to the total principal amount of ULID Assessments remaining unpaid at the time of passage of the ordinance providing for the issuance and sale of those Future Parity Bonds financing or refinancing the ULID improvements. Assessment Bonds shall be allocated to each \$5,000 of bonds in proportion to their percentage of the entire series of bonds. When a Parity Bond of any series of Future Parity Bonds containing Assessment Bonds is redeemed or purchased, and retired, the same percentage of that bond as the percentage of Assessment Bonds is to that total series of bonds shall be treated as being redeemed or purchased, and retired. The

original principal amount of such series of Future Parity Bonds that is in excess of the amount allocated to Assessment Bonds shall be referred to as “bonds that are not Assessment Bonds.”

(f) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of the Bonds.

(g) “*Average Annual Debt Service*” means, as of any calculation date, the sum of the Annual Debt Service for the remaining calendar years to the last scheduled maturity of the applicable series of Parity Bonds, divided by the number of those calendar years. For purposes of computing the Reserve Requirement, the estimated amount of Parity Bonds to be redeemed prior to maturity may be taken into account if required under applicable United States Treasury regulations relating to arbitrage.

(h) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(i) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(j) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(k) “*Bond Purchase Agreement*” means an offer to purchase the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(l) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(m) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(n) “*City*” means the City of Prosser, Washington, a municipal corporation duly organized and existing under the laws of the State.

(o) “*City Contribution*” means legally available money of the City, in addition to proceeds of the Bonds, necessary or advisable to carry out the Refunding Plan, as determined by the Designated Representative.

(p) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(q) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(r) “*Coverage Requirement*” means (i) annual Net Revenue at least equal to 1.25 times Annual Debt Service on the Parity Bonds that are not Assessment Bonds, and (ii) annual Net Revenue remaining after satisfaction of the requirements of the preceding clause, together with ULID Assessments, at least equal to Annual Debt Service on the Parity Bonds that are Assessment Bonds.

(s) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(t) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(u) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(v) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(w) “*Future Parity Bonds*” means any and all waterworks utility revenue bonds of the City issued after the date of the issuance of the Bonds, the payment of the principal of and interest on which constitutes a charge or lien on the Net Revenue and ULID Assessments equal in rank with the charge and lien upon such revenue and assessments required to be paid into the Parity Bond Fund to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

(x) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(y) “*Gross Revenue of the Waterworks Utility*” or “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Waterworks Utility, including the water system and the sewage system as components thereof, and all earnings from the investment of money on deposit in the Parity Bond Fund. Gross Revenue does not include ULID Assessments, government grants, City taxes, proceeds of the sale of Waterworks Utility property, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility obligations until commingled with other earnings and revenues of the Waterworks Utility, or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(z) “*Independent Utility Consultant*” means a licensed professional engineer experienced in the design, construction and operation of municipal utilities, or a certified public accountant.

(aa) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(bb) "*Letter of Representations*" means the Blanket Issuer Letter of Representations between the City and DTC, dated February 1, 1999, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(cc) "*MSRB*" means the Municipal Securities Rulemaking Board.

(dd) "*Maintenance and Operation Expense*" means all reasonable expenses incurred by the City in causing the Waterworks Utility of the City to be operated and maintained in good repair, working order and condition, but shall not include depreciation or similar accounting reconciliations, or taxes levied or imposed by the City or payments to the City in lieu of taxes. Maintenance and Operation Expense may include payments made to another municipal corporation for water supply or service, or sewage collection or treatment.

(ee) "*Maximum Annual Debt Service*" means, as of any calculation date, the maximum amount of Annual Debt Service which will mature or come due in the current calendar year or any future calendar year.

(ff) "*Net Revenue of the Waterworks Utility*" or "*Net Revenue*" means Gross Revenue less Maintenance and Operation Expense. Net Revenue shall also include withdrawals from, and exclude deposits to, the Rate Stabilization Account (if any) in accordance with Section 14.

(gg) "*Official Statement*" means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(hh) "*Outstanding Parity Bonds*" means the 1998 USDA Bond, the 1999 USDA Bond, and the 2015 USDA Bond. Upon redemption of the Refunded Bonds in accordance with the Refunding Plan on the Issue Date, the Outstanding Parity Bonds shall mean the 2015 USDA Bond.

(ii) "*Owner*" means, without distinction, the Registered Owner and the Beneficial Owner.

(jj) "*Parity Bond Fund*" means that special fund of the City known as the Junior Lien Water and Sewer Revenue Bond Fund created by Ordinance No. 98-2027 of the City for the payment of the principal of and interest on the Parity Bonds.

(kk) "*Parity Bonds*" means the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

(ll) "*Parity Conditions*" means, as conditions to the issuance of Future Parity Bonds, the requirements set forth in Exhibit B, which is attached to this ordinance and incorporated by this reference; and as conditions to the issuance of the Bonds, the requirements set forth in Section 12 of Ordinance No. 15-2924, authorizing the issuance of the 2015 USDA Bond.

“*Permitted Investments*” means any investment that is then permitted as a lawful investment of City funds under state law. However, for so long as the 2015 USDA Bond is outstanding, Permitted Investments for amounts held in the Principal and Interest Account shall mean Government Obligations or any other legal investment redeemable at a fixed price and maturing no later than one month prior to the date such funds are expected to be required to pay debt service on the bonds payable out of the Parity Bond Fund.

(mm) “*Principal and Interest Account*” means the account of that name created in the Parity Bond Fund for the payment of the principal of and interest on the Parity Bonds.

(nn) “*Purchaser*” means D.A. Davidson & Co. of Seattle, Washington, or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of the Bonds.

(oo) “*Rate Stabilization Account*” means the account of that name created in Section 14 of this ordinance.

(pp) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(qq) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 8.

(rr) “*Redemption Date*” means, with respect to the Refunded Bonds, a date that is selected by the Designated Representative, but is no later than five Business Days after the Issue Date.

(ss) “*Refunded Bonds*” means the 1998 USDA Bond and the 1999 USDA Bond.

(tt) “*Refunded Bond Ordinance*” means, as applicable, Ordinance No. 98-2027 (authorizing the issuance of the 1998 USDA Bond) and Ordinance No. 99-2072 (authorizing the issuance of the 1999 USDA Bond).

(uu) “*Refunding Plan*” means the application of proceeds of the Bonds, and other money of the City, if necessary, to (1) the payment and redemption on the Redemption Date of the prepayment amount due with respect to the Refunded Bonds, in order to discharge the obligations of the City relating to the Refunded Bonds under the Refunded Bond Ordinances, and (2) the payment of costs of issuance of the Bonds.

(vv) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(ww) “*Reserve Account*” means the account of that name created in the Parity Bond Fund for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

(xx) “*Reserve Requirement*” means:

(1) With respect to the Bonds, the Reserve Requirement means the least of (i) Maximum Annual Debt Service on the Parity Bonds, or (ii) 125% of Average Annual Debt Service on the Parity Bonds. In no event shall this amount be greater than 10% of the issue price of the Bonds. In lieu of a deposit of cash and/or investments on the Issue Date, the City may satisfy the incremental additional Reserve Requirement for the Bonds by the deposit of approximately equal semiannual installments of Net Revenues (or other money of the City) available for such purpose so that the required additional amount is accumulated no later than ten years after the Issue Date (or such shorter period as may be deemed appropriate by the Finance Officer).

(2) For any Future Parity Bonds, an amount equal to at least 5.5% of the proceeds of those bonds, or such lesser amount as may be required by the USDA so long as it is the Registered Owner of all of the then-outstanding Parity Bonds. In no event shall this amount be greater than the least of (i) Maximum Annual Debt Service on those Future Parity Bonds, (ii) 125% of Average Annual Debt Service on those Future Parity Bonds, and (iii) 10% of the issue price of those Future Parity Bonds. In lieu of a deposit of cash and/or investments on the issue date of such Future Parity Bonds, the City may satisfy the incremental additional Reserve Requirement for any series of Future Parity Bonds by (A) the deposit of a Reserve Security in a stated amount equal to the required additional amount, or (B) the deposit of approximately equal semiannual installments of Net Revenues (or other money of the City) available for such purpose so that the required additional amount is accumulated no later than ten years after the issue date of the Future Parity Bonds.

(yy) “*Reserve Security*” means any bond insurance, reserve insurance, collateral, security, letter of credit, guaranty, surety bond or similar credit enhancement device providing for or security the payment of all or part of the principal of and interest on Parity Bonds, which is non-cancelable and is issued by a person that has been assigned, at the time such security is acquired by the City, a credit rating in the highest two rating categories by each Rating Agency (without regard to gradations within those categories).

(zz) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(aaa) “*SEC*” means the United States Securities and Exchange Commission.

(bbb) “*Sale Terms*” means the terms and conditions for the sale of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

(ccc) "*Securities Depository*" means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ddd) "*Separate System*" means a Separate System as described in Section 15 of this ordinance.

(eee) "*State*" means the State of Washington.

(fff) "*System of Registration*" means the system of registration for the City's bonds and other obligations set forth in Ordinance No. 1342 of the City.

(ggg) "*Term Bond Maturity Year*" means any last maturity year in which the bonds of any one issue or series now or hereafter scheduled to mature (regardless of any reservation of prior redemption rights) is more than two times the average annual principal maturity of the bonds of such issue or series for the five years immediately preceding such year.

(hhh) "*Term Bonds*" means those outstanding bonds of any single issue or series scheduled to mature in any Term Bond Maturity Year.

(iii) "*ULID*" means a utility local improvement district created by the City for the acquisition or construction of additions to and extensions and betterments of the Waterworks Utility.

(jjj) "*ULID Assessments*" means all assessments levied and collected in respect of a ULID financed through the issuance of Parity Bonds, if and only if such assessments are pledged to be paid into the Parity Bond Fund. ULID Assessments shall include installments thereof and any interest or penalties which may be due thereon, but shall exclude any prepaid assessments paid or to be paid into a construction fund or account.

(kkk) "*Undertaking*" means the undertaking to provide continuing disclosure entered into pursuant to Section 20 of this ordinance.

(lll) "*Waterworks Utility*" of the City means the existing waterworks utility of the City, including the water system and the sewerage system as components thereof, and all additions thereto and betterments and extensions thereof at any time made or constructed and any storm drainage or any other utility system which hereafter may be combined therewith. The City, by Ordinance No. 97-1934, combined the water utility and sewerage disposal system into the Waterworks Utility of the City.

Section 3. Authorization of Bonds. For the purpose of providing the funds necessary to carry out the Refunding Plan, including payment of the cost of issuance and sale of the Bonds and the administrative expenses of the refunding, and to make a deposit to the Reserve Account, if necessary, the District shall issue waterworks utility revenue bonds in one or more series in the aggregate principal amount of not to exceed \$4,000,000.

Section 4. Description of the Bonds: Appointment of Designated Representative. The Finance Officer is appointed as the Designated Representative of the City and is authorized and

directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Sale Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities

Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Prosser, Washington, Waterworks Utility Revenue Refunding Bonds, 2015, described in the Bond Ordinance." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time

prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 9. Pledge of Revenue and Lien Position; Failure to Pay Bonds. The Net Revenue, together with all ULID Assessments (if any), is pledged irrevocably to the payment of the Parity Bonds, and the Parity Bonds shall constitute a lien and charge upon the Net Revenue and ULID Assessments prior and superior to any other charges whatsoever. If any Bond is not paid when properly presented at its maturity date or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 10. Payments into the Parity Bond Fund. The Parity Bond Fund has previously been created in the office of the Finance Director and is divided into a Principal and Interest Account and a Reserve Account.

(a) *Payments into the Parity Bond Fund.* So long as any of the Bonds are outstanding against the Parity Bond Fund, the City irrevocably pledges to set aside and pay, in accordance with the flow of funds in Section 11, into the Principal and Interest Account all ULID Assessments pledged to that fund and, out of the Net Revenue, certain fixed amounts without regard to any fixed proportion, namely:

- (1) Into the Principal and Interest Account, on or before each interest payment date, an amount from Net Revenue which, together with ULID Assessments and other money on deposit therein, will equal the amount of interest or principal and interest on Parity Bonds coming due; and
- (2) Into the Reserve Account, such amount as may be necessary, together with other money on deposit therein, to equal the aggregate Reserve Requirement for the then-outstanding Parity Bonds.

The City may provide for the purchase or redemption of bonds payable from the Parity Bond Fund by the use of money on deposit in any account in the Parity Bond Fund as long as the money remaining in those accounts is sufficient to satisfy the required deposits in those accounts for the remaining bonds outstanding payable from the Parity Bond Fund. When the total amount in the Parity Bond Fund shall equal the total amount of principal and interest for all outstanding bonds payable out of the Parity Bond Fund to the last maturity thereof, no further payment need

be made into the Parity Bond Fund. If the City shall fail to set aside and pay into the Parity Bond Fund the amounts which it has obligated itself by this section to set aside and pay therein, the owner of the Bonds may bring suit against the City to compel it to do so. The City may transfer any money from any funds or accounts of the City legally available therefor, except bond redemption funds, refunding trust accounts or defeasance accounts, to meet the required payments to be made into the Bond Fund.

(b) *Principal and Interest Account.* If there is a deficiency in the Principal and Interest Account in the Parity Bond Fund to meet maturing installments of either principal or interest, as the case may be, such deficiency shall be made up by the withdrawal of cash or liquidation of investments in the Reserve Account, or by drawing on a Reserve Security (if any).

(c) *Reserve Account.* Except for withdrawals as authorized for the payment of Parity Bonds, the Reserve Account shall be maintained at the total Reserve Requirement amount for all Parity Bonds at all times so long as any Parity Bonds are outstanding. Any deficiency created in the Reserve Account by reason of any such withdrawal (including any reduction in the amount available with respect to any Reserve Security by reason of a draw), shall then be made up from the Net Revenue first available after making necessary provisions for the required payments into the Principal and Interest Account. The money and investments in the Reserve Account otherwise shall be held intact and may be applied against the last outstanding Parity Bonds, except that if the Reserve Account is fully funded, any money in excess of the Reserve Requirement may be withdrawn and deposited into the Principal and Interest Account and spent for the purpose of retiring Parity Bonds, or may be deposited in any other fund and spent for any other lawful Waterworks Utility purpose.

(d) *Application and Investment of Funds.* All money in the Parity Bond Fund may be kept on deposit in the official bank depository of the City, or may be invested in Permitted Investments. Earnings on any such investments or on such bank deposits shall be deposited in and become a part of the account from which such investments are made, except that when the total Reserve Requirement shall have been accumulated in the Reserve Account, earnings from investments in the Reserve Account shall be deposited in the Principal and Interest Account. Notwithstanding the provisions for the deposit of earnings, any earnings which are subject to a federal tax or rebate requirement may be withdrawn from the Parity Bond Fund for deposit into a separate fund or account for that purpose.

Section 11. Flow of Funds. The Gross Revenue shall be credited to the Waterworks Utility Fund (and the component utility funds or accounts therein) as it is collected and shall be held separate and apart from other funds and accounts of the City. Money in the Waterworks Utility Fund shall be used for the following purposes only and shall be applied in the following order of priority:

- (a) To pay Maintenance and Operation Expense;
- (b) To make all payments required to be made into the Principal and Interest Account of the Parity Bond Fund for all Parity Bonds in respect of interest on the Parity Bonds;

(c) To make all payments required to be made into the Principal and Interest Account of the Parity Bond Fund for all Parity Bonds in respect of principal of the Parity Bonds (including installments of principal of Term Bonds);

(d) To make all payments required to be made into the Reserve Account;

(e) To make all payments required to be made into any revenue bond redemption fund or warrant redemption fund and debt service account or reserve account created to pay or secure the payment of the principal of and interest on any revenue bonds, revenue warrants or other revenue obligations of the City having a lien upon the Net Revenue subordinate to the lien thereon for the payment of the principal of and interest on any Parity Bonds; and

(f) To retire by redemption or to purchase in the open market any outstanding revenue bonds or other revenue obligations of the Waterworks Utility, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the Waterworks Utility, or for any other lawful Waterworks Utility purpose.

Section 12. Bond Covenants. In addition to the other covenants set forth in this ordinance, the City covenants with the Owner of each Bond, as follows:

(a) *Maintenance of Waterworks Utility.* The City covenants that it will at all times maintain and keep the Waterworks Utility in good repair, working order and condition, and also will at all times operate that Waterworks Utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(b) *Rates and Charges; Coverage.* So long as any of the Parity Bonds are outstanding, the City will establish, maintain and collect such rates and charges for water, sewer and other waterworks utility supply or services furnished which, together with the collection of ULID Assessments, will make available Net Revenue sufficient to satisfy the Coverage Requirement.

(c) *Sale or Disposition of Waterworks Utility Property.* The City will not sell, lease, mortgage or in any manner encumber or dispose of all the property of the Water and Sewer Utility unless provision is made for payment into the Bond Fund of a sum sufficient to pay the principal of and interest on all Parity Bonds then outstanding. Further, the City will not sell, lease, mortgage, or in any manner encumber or dispose of (each, a "disposition") any part of the property of the Water and Sewer Utility that is used, useful and material to the operation thereof (the "affected portion") unless provision is made for replacement thereof or for payment into the Bond Fund of an amount which shall bear the same ratio to the amount of Parity Bonds then outstanding (less the amount of cash and investments in the Bond Fund and the accounts therein) as (i) the Net Revenue from affected portion of the Water and Sewer Utility for the twelve months preceding such disposition bears to (ii) the Net Revenue from the entire Water and Sewer Utility for the same period. Any money paid into the Bond Fund as a result of such a disposition shall be used to retire that proportion of then-outstanding Parity Bonds at the earliest possible date.

(d) *Books and Accounts.* The City will maintain complete books and records relating to the operation of the Water and Sewer Utility and its financial affairs, and will cause such

books and records to be audited annually, and cause to be prepared an annual financial and operating statement, which shall be provided to any owner of Parity Bonds upon request.

(e) *No Free Service.* For so long as the Parity Bonds are outstanding, the City will not furnish water or sewer services to any customer whatsoever free of charge (except to aid the poor or infirm, to provide resource conservation or to provide for the proper handling of hazardous materials) and it shall take such legal action as may be feasible to enforce collection of all collectible delinquent accounts and proceed with the foreclosure of the delinquent ULID Assessments or delinquent installments thereof in the shortest time period provided by law.

(f) *Insurance.* The City will at all times carry fire and such other forms of insurance on such of the buildings, equipment, facilities and properties of the Waterworks Utility as are ordinarily carried on such buildings, equipment, facilities, and properties by utilities engaged in the operation of similar utility systems. The City may self-insure or participate in a joint intergovernmental insurance pool or similar plan, and the cost of that insurance or self-insurance shall be considered a part of Operating and Maintenance Expenses.

(g) *ULID Assessments.* All ULID Assessments shall be paid into the Parity Bond Fund and may only be used to pay the principal of and interest on the Parity Bonds, without those ULID Assessments being particularly allocated to the payment of on any particular series of Parity bonds. Nothing in this ordinance prohibits the City from pledging utility local improvement district assessments to the repayment of subordinate lien waterworks utility revenue obligations issued to finance improvements in lieu of financing such improvements by issuing Parity Bonds.

Section 13. Parity Conditions. The City reserves the right to issue Future Parity Bonds which will constitute a charge and lien upon the Net Revenue and ULID Assessments on parity with the Bonds and the Outstanding Parity Bonds if the Parity Conditions are met and complied with at the time of the issuance of those Future Parity Bonds. All Future Parity Bonds shall have a lien equal in rank to that of the Parity Bonds against funds pledged herein and shall be payable equally and ratably from the Parity Bond Fund without preference, priority or distinction because of date of issue. Nothing contained in the Parity Conditions shall prevent the City from issuing revenue obligations having a lien on the Net Revenue that is junior to the lien thereon that secures the Parity Bonds, or from pledging to pay into a bond redemption fund or account for such junior lien obligations assessments (including interest and penalties thereon) in any utility local improvement district that are levied to pay part or all of the cost of improvements being constructed out of the proceeds of the sale of such junior lien obligations. Neither shall anything contained in this ordinance prevent the City from issuing revenue obligations to refund maturing Parity Bonds for the payment of which money is not otherwise available.

Section 14. Rate Stabilization Account. *Upon redemption or defeasance of the 2015 USDA Bond, the following section shall go into effect:* The Rate Stabilization Account is hereby created within the Waterworks Utility Fund. Deposits to and withdrawals from the Rate Stabilization Account shall be made in accordance with this section at any time up to and including the date 90 days after the end of the fiscal year for which the deposit or withdrawal will be included in the calculation of Net Revenue for that fiscal year, as set forth in this this section. The City may at any time, as determined by the Finance Officer and as consistent with the covenants contained in this ordinance, deposit into the Rate Stabilization Account amounts of

Gross Revenue and any other money received by the Waterworks Utility and available to be used therefor, excluding principal proceeds of Parity Bonds or other borrowing. However, no deposit of Gross Revenue may be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant fiscal year. The City may withdraw money from the Rate Stabilization Account at any time upon authorization of the City Council (which may be by motion, resolution or ordinance) for inclusion in the Net Revenue, except that the total amount withdrawn from the Rate Stabilization Account in any fiscal year may not exceed the Annual Debt Service in that year. Earnings from investments in the Rate Stabilization Account shall be deposited in that account and shall not be included as Net Revenue unless and until withdrawn from that account.

Section 15. Separate Systems. The City may create, acquire, construct, finance, own and operate one or more additional systems for water supply; sewer service; water, sewage or stormwater transmission or treatment; or other utility commodity or service. The revenue of that Separate System shall not be included in the Gross Revenue and may be pledged and (along with any utility local improvement district assessments payable solely with respect to improvements to a Separate System) to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand that Separate System. Neither the Gross Revenue nor the Net Revenue may be pledged to the payment of any obligations of a Separate System except that the Net Revenue may be pledged on a basis subordinate to the lien of the Parity Bonds.

Section 16. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to adopt, review and update, as necessary, the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as "Qualified Tax-Exempt Obligations."* The Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Bonds do not constitute "private activity bonds" within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such

calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bonds are issued will not exceed \$10,000,000; and

- (3) the amount of tax-exempt obligations, including the Bonds, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bonds are issued does not exceed \$10,000,000.

Section 17. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose. Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 18. Sale and Delivery of the Bonds; Parity Certificate.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds by negotiated sale or private placement based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of the Bonds and accepting the Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that the Bonds are to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for the Bonds shall set forth the Sale Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Parity Certificate.* The Designated Representative may proceed to sell the Bonds only if he or she is satisfied that all Parity Conditions have been met, including that the City has on file a certificate as required for the issuance of Future Parity Bonds.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 19. Deposit and Use of Proceeds; Redemption of the Refunded Bonds. The proceeds of the sale of the Bonds not needed to pay the costs of issuance of the Bonds (including any administrative costs of the Refunding Plan) shall be deposited immediately upon the receipt into the Parity Bond Fund to carry out the Refunding Plan, including application of such proceeds on the Redemption Date to discharge the obligations of the City relating to the Refunded Bonds under the Refunded Bond Ordinances. The money to be deposited in the Parity Bond Fund in accordance with this ordinance will discharge and satisfy the obligations of the City under the Refunded Bond Ordinances with respect to the Refunded Bonds, and the pledges, charges, trusts, covenants and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under the Refunded Bond Ordinances immediately upon the deposit of such money in the Parity Bond Fund. Bond proceeds remaining in the Parity Bond Fund after the Refunding Plan has been accomplished shall be deposited into the Principal and Interest Account. Pending application as set forth in the Refunding Plan, all proceeds of the Bonds deposited into the Parity Bond Fund and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinances, this ordinance, Chapter 39.53 RCW and other applicable statutes of the State.

Section 20. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with the sale of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit C.

Section 21. Amendatory Ordinances. This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section.

(a) *Certain Amendments Permitted.* The City, from time to time, and at any time, without the consent of or notice to the Owners of the Bonds, may pass amendatory ordinances as follows:

- (1) To cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the owner of any Parity Bonds;
- (2) To impose upon the Bond Registrar (with its consent) for the benefit of the registered owners of the Parity Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;
- (3) To add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary or inconsistent with this ordinance as theretofore in effect;
- (4) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this ordinance of any other money, securities or funds;
- (5) To authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;
- (6) To modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the registered owners of the Parity Bonds and which does not involve a change described in subsection (b) of this section; and
- (7) Because of change in federal law or rulings, to maintain the exclusion from gross income of the interest on the Bonds from federal income taxation.

(b) *Certain Amendments Requiring Consent of Owners.* Except for any amendatory ordinance passed into pursuant to subsection (a) of this section, subject to the terms and provisions contained in this subsection (b) and not otherwise:

- (1) Registered owners of not less than 50% in aggregate principal amount of the Parity Bonds then outstanding shall have the right from time to time to consent to the passage of any amendatory ordinance deemed necessary or desirable by the

City for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this ordinance. However, consent by the registered owners of all the Bonds then outstanding is required for any amendatory ordinance authorizing: (i) a change in the times, amounts or currency of payment of the principal of or interest on any outstanding Bond, or a reduction in the principal amount of redemption price of any outstanding Bond or a change in the redemption price of any outstanding Bond or a change in the method of determining the rate of interest thereon; (ii) a preference of priority of any Bond or Bonds or any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Bonds.

- (2) Any amendatory ordinance passed for any of the purposes of this subsection (b), shall not become effective except in accordance with this subsection (b)(2). Upon passage of any such amendatory ordinance, the City shall cause notice of the proposed ordinance to be given by first class United States mail to all registered owners of the then outstanding Parity Bonds and to the Rating Agency. Such notice shall briefly describe the proposed ordinance and shall state that a copy is available from the Finance Director for inspection. The amendatory ordinance shall become effective in substantially the form described in the notice only if within two years after mailing of such notice, the City has received (i) the required consents, in writing, of the registered owners of the Parity Bonds (or of the Bonds, as applicable) and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is permitted by this ordinance; that upon the effective date thereof, it will be valid and binding upon the City in accordance with its terms; and its passage will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.
- (3) If registered owners of not less than the percentage of Parity Bonds (or Bonds, as applicable) required by this subsection (b) have consented, no owner of the Parity Bonds shall have any right to object to the passage of the ordinance (or to any of the terms and provisions contained therein or the operation thereof), or in any manner to question the propriety of the passage thereof, or to enjoin or restrain the City from passing, or from taking any action pursuant to, the same.

(c) *Effect of Amendment.* Upon the effective date of any amendatory ordinance passed pursuant to the provisions of this section, this ordinance shall be amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City, the Bond Registrar and all Registered Owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such amendments.

Section 22. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 23. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 24. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council at a regular open public meeting thereof and APPROVED by the Mayor this 9th day of June, 2015. CITY OF PROSSER, WASHINGTON

Mayor
ATTEST:

Clerk

APPROVED AS TO FORM:

Foster Pepper PLLC, Bond Counsel

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE of the City of Prosser, Washington, relating to the combined water and sewerage systems comprising the waterworks utility of the City; providing for the issuance of waterworks utility revenue refunding bonds in aggregate principal amount not to exceed \$4,000,000 to provide funds to refund and redeem outstanding water and sewer revenue bonds of the City, to make a deposit to the debt service reserve account, if necessary, and to pay the costs of issuance and sale of the bonds and the administrative costs of such refunding; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Sale Terms of the sale of the bonds; and providing for other related matters.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015.

CITY CLERK, RACHEL SHAW

Exhibit A

Description of the Bonds

1. Principal Amount. The Bonds shall not exceed the aggregate principal amount of \$4,000,000.
2. Date or Dates. Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance.
3. Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
4. Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.25%, and the true interest cost to the City for the Bonds may not exceed 4.25%.
5. Payment Dates. Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments annually thereafter, on dates acceptable to the Designated Representative.
6. Final Maturity. The Bonds shall mature no later than the scheduled maturity of the Refunded Bonds.

7. Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.
 - (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.
8. Price. The purchase price for the Bonds may not be less than 95% or more than 125% of the stated principal amount.
9. Other Terms and Conditions.
- (1) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.
 - (2) *Minimum Savings*. The Bonds being refunded to achieve a savings must achieve a positive net present value savings after paying all costs of issuance. The Bonds must achieve a minimum of 4.00% net present value savings over the scheduled principal and interest of the Refunded Bonds, giving consideration to the fixed maturities of the corresponding Bonds and Refunded Bonds, the costs of issuance of the Bonds, and the known earned income from the investment of the Bond proceeds pending redemption of the Refunded Bonds.
 - (3) *Satisfaction of Parity Conditions*. Prior to delivery of the Bonds to the Purchaser, either all conditions for the issuance of the Bonds as Future Parity Bonds under the Parity Conditions must have been satisfied, or such issuance must have been otherwise consented to in writing by the holder of all of the Outstanding Parity Bonds.

Exhibit B**Parity Conditions
for the Issuance of Future Parity Bonds**

The City may issue Future Parity Bonds on parity with the Bonds if and only if the following conditions are met and complied with at the time of issuance of those proposed Future Parity Bonds:

- (a) At the time of issuance of such Future Parity Bonds, there may not be any deficiency in the Principal and Interest Account or the Reserve Account of the Parity Bond Fund.
- (b) The Future Parity Bond authorizing ordinance must require that all ULID Assessments levied in connection with those Future Parity Bonds will be paid directly into the Bond Fund.
- (c) The Future Parity Bond Authorizing Ordinance must provide for the payment of the principal of and interest on the Future Parity Bonds out of the Parity Bond Fund.
- (d) The Future Parity Bond Authorizing Ordinance must provide for the deposit into the Reserve Account of amounts necessary to comply with the Reserve Requirement and for deposit into the Principal and Interest Account of the amounts required under Section 10 of this ordinance.
- (e) As of the issue date of such Future Parity Bonds, the City shall have on file, a certificate from an Independent Utility Consultant showing that, in his or her professional opinion, the annual Net Revenue, together with ULID Assessments, available for debt service on the Parity Bonds then outstanding and the Future Parity Bonds proposed to be issued shall, for each year, be at least equal to the Coverage Requirement. In making such certification, the projected Net Revenue shall be based on the historical Net Revenue for any 12 consecutive calendar months out of the immediately preceding 24 consecutive months, and the following adjustments are permitted:
 - (1) If there has been a change in any utility rates or charges during or after the selected 12-month base period, adjustments may be made to reflect the rates and charges effective on the date of such certificate.
 - (2) A full year's revenue may be added from customers actually added to the utility subsequent to the 12-month base period.
 - (3) Revenue may be added from customers to be served by improvements under construction or proposed to be under construction at the time of delivery of the Future Parity Bonds.
 - (4) Actual or reasonably anticipated changes to the Operating and Maintenance Expense subsequent to the 12-month base period shall be added or deducted, as is applicable.

For Future Parity Bonds issued after the redemption of the 2015 USDA Bond, the City may satisfy the foregoing requirement by a certificate of the Finance Director showing that, in his or her professional opinion, the annual Net Revenue available for debt service on the Parity Bonds then outstanding and the Future Parity Bonds proposed to be issued shall, for each year,

be at least equal to the Coverage Requirement. In making such certification, the Finance Director shall assume that (A) the proposed Future Parity Bonds will remain outstanding to their scheduled maturities, and (B) any Parity Bonds to be refunded by those Future Parity Bonds are not outstanding. The Finance Director shall bas her or his certificate on the historical Net Revenue for any 12 calendar months out of the immediately preceding 24 consecutive months and shall not make any of the adjustments referred to above.

In the case of refunding bonds, no certificate under subsection (e) shall be required if the Annual Debt Service of the proposed refunding bonds is not increased in excess of \$5,000 for any year over the Annual Debt Service for the bonds being refunded.

Exhibit C

[Form of]

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**City of Prosser, Washington
Waterworks Utility Revenue Refunding Bonds, 2015**

The City of Prosser, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. ____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; and (2) [references to the specific utility information (e.g., utility operating data and other customer statistics) provided in the Official Statement to be inserted upon publication of the Official Statement];

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 20__; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The

sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Prosser, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 9, 2015, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is _____, 2015.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members thereof voted in the proper manner for the passage of the Ordinance.

Dated: June 9, 2015.

CITY OF PROSSER, WASHINGTON

City Clerk